

City of Greenfield Budget & Finance Advisory Board
Special Meeting

September 13, 2013 5:00 PM

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

A. CALL TO ORDER

B. ROLL CALL

C. BUSINESS

1. Review of Preliminary Draft for Agreement for the operation and maintenance of Patriot Park, Soccer Park and Recreation Program between the City of Greenfield and the Central Coast Youth Sports Organization.
2. Discussion of the following:
 - a. Fire District Mitigation Fees
 - i. Oral Report – City Manager
 - b. California Department of Finance RDA Dissolution
 - i. Oral Report – City Manager
 - c. Outstanding City Debt Collection Status
 - i. Oral Report – Member Mungia
 - d. Budget & Finance Advisory Board Determination of Terms
 - i. Oral Report – Member Diaz
- a. Public Comments
- b. Board – Review / Discussion / Action

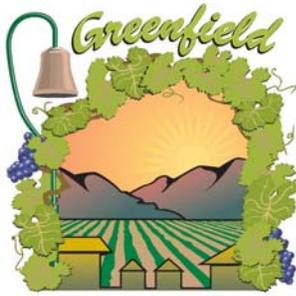
D. ADJOURNMENT

The City of Greenfield does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings are available by contacting the City Clerk Office at 813-674-5591 arathbun@ci.greenfield.ca.us.



Your courtesy is requested to help our meeting run smoothly. If you will be kind enough to follow the rules of conduct for public participation in City Council meetings, we can make the best possible use of your time and ours. Please refrain from public displays or outbursts such as unsolicited applause, comments or cheering and any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be requested to leave the meeting. **Please turn off cell phones and pagers.**

This agenda is dually posted outside City Hall and on the City of Greenfield web site: www.ci.greenfield.ca.us



City Manager Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: September 11, 2013

TO: Finance and Budget Advisory Board

FROM: Susan A. Stanton, ICMA-CM
City Manager

RE: Proposal Work Agenda

During the last two months, I have had to devote an extensive amount of time to labor negotiations and addressing a number of issues regarding the annexation of the Yanks Development and dissolution of the RDA with the California Department of Finance which have resulted in a delay in finalizing a proposed agreement with the Central Coast Youth Soccer Organizations.

However, I think we can collectively discuss the proposed PRELIMINARY agreement that Eric Johnson has provided along with a number of changes that I will be incorporating in the final agreement. **This is a very rough draft and a work in progress.**

I suspect, before we are done, we will be developing a revised professional contract that will better integrate the operation and maintenance of the Park and the establishment of a Recreational Program. But, would benefit from your collective suggestions and input regarding the issues I have identified and the comments I have made in the proposed draft.

I will also brief the board on the discussions we are currently having with the Fire District as well as the current status of the RDA dissolution process. Both of these areas will continue to demand my time and are of extreme importance to the community.

City Manager
Proposed Revisions

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AGREEMENT FOR THE
OPERATION AND MAINTENANCE
OF

PATRIOT PARK

▼ SOCCKER PARK

AND

RECREATION PROGRAM

Between

THE CITY OF GREENFIELD

And

CENTRAL COAST YOUTH SPORTS ORGANIZATION

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Dated October 1, 2013

Deleted: April 1, 2012

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AGREEMENT FOR THE OPERATION AND MAINTENANCE

of

PATRIOT PARK, ADJACENT SOCCER COMPLEX

AND

RECREATIONAL PROGRAMING

Between

THE CITY OF GREENFIELD

and

CENTRAL COAST YOUTH SPORTS ORGANIZATION

THIS AGREEMENT is made and entered into on this day of April 1, 2012 by and between the CITY OF GREENFIELD (hereafter referred to as the "CITY"), a municipal corporation and CENTRAL COAST YOUTH SPORTS ORGANIZATION (hereafter referred to as "CONCESSIONAIRE"), a California nonprofit corporation.

WHEREAS, the CITY received proposals for the operation and maintenance of the fields at Patriot Park and the Adjacent Soccer Complex (hereafter referred to as "PPASP"); and

WHEREAS, the City Council determined that operation and maintenance of the PPASP will be best be served by an outside, non-profit entity capable of such services; and

WHEREAS, the CITY'S Parks and Recreation Commission and Public Works Department (the "DEPARTMENT") received and analyzed the proposal which was received between July 1, 2011 and September 15, 2011; and

WHEREAS, the City Council selected CONCESSIONAIRE to operate and maintain the PPASP in accordance with the terms and conditions of this AGREEMENT hereinafter; and

WHEREAS, CONCESSIONAIRE desires to secure and enter into an agreement in accordance with the foregoing and undertakes to provide services of the type and character required therein by the CITY to meet the needs of the public at the PPASP; and

WHEREAS, the principal purpose of the CITY entering into this AGREEMENT is to serve the public by providing a well maintained and operated sports field and related facilities and services hereinafter "CONCESSIONS", and

WHEREAS, CONCESSIONAIRE desires and is able to provide recreational programing to meet the needs of all City residents and which will approved by the City,

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NOW THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties it is agreed as follows:

SECTION 1 DEFINITIONS

For the purpose of this AGREEMENT the following capitalized words and phrases not defined elsewhere in this AGREEMENT are defined and shall be construed as hereinafter set forth:

AGREEMENT: This AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE PATRIOT PARK AND ADJACENT SOCCER PARK CONCESSION.

FISCAL YEAR: The period from July 1 to June 30 of the next calendar year.

IMPROVEMENTS: All buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY owned facilities such as buildings, turf, fences, posts, signs, electrical hookups, irrigation systems, plumbing, tracks, tanks, etc.

PREMISES: The geographical area as defined in **Exhibit A** which is the subject of this AGREEMENT and in which the CONCESSION may be operated.

RECREATIONAL PROGRAMING: Those recreational programing and classes specified in **Exhibit B**

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SECTION 2 PERMISSION GRANTED

A. For and in consideration of payment of the fees and charges as hereinafter provided and subject to all of the terms, covenants and conditions of this AGREEMENT, the CITY hereby grants CONCESSIONAIRE subject to all of the terms and conditions of this AGREEMENT the exclusive right and obligation within the PREMISES to: (1) offer the use of the PPASP approved by the City Manager; and (2) operate and maintain the PPASP for the purpose of hosting, organizing, or scheduling of the PPASP for sporting events appropriate for the PPASP including, but not limited to football, soccer, lacrosse, field hockey, rugby, golf, cheerleading and other special events.

The CONCESSION rights herein granted shall be carried on solely within the limits and confines of said areas designated as PREMISES and as shown in **Exhibit A**.

B. CONCESSIONAIRE by accepting this AGREEMENT agrees for itself and its successors and assigns that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the PPASP.

C. The CITY reserves the right to further develop or improve the PREMISES as it sees fit without interference or hindrance; however the CITY shall consider the desire

and views of CONCESSIONAIRE. No other activity, service or amenity shall be provided by CONCESSIONAIRE unless related to CONCESSION, nor without the express written approval of the DEPARTMENT.

SECTION 3 PREMISES

A. The PREMISES subject to this AGREEMENT are located at Oak Avenue & 13th Street, Greenfield, CA 93927 (see **Exhibit A**).

B. The PPASP includes, but is not limited to, six grass soccer fields, three baseball/softball fields, the Community Center and facilities contained therein, and two parking lots adjacent to two parks. This AGREEMENT explicitly includes the maintenance of grass fields and baseball fields only. **Maintenance of all structures, parking areas, irrigation systems, baseball DG areas, lights, restrooms, and the like will be the responsibility of the CITY.** CONCESSIONAIRE may provide recommendations to the CITY regarding irrigation systems, lighting, parking, meeting rooms or restroom facilities as may be appropriate, and the CITY is expected to act within a reasonable timeframe to address critical issues, especially associated with irrigation systems and water supply. CONCESSIONAIRE may use of the Community Center located in Patriot Park for after school programs, restroom facilities, league meetings and other community events coordinated through CONCESSIONAIRE. To the extent such facilities are utilized and scheduled, they are also included in the PREMISES definition.

C. CONCESSIONAIRE shall not use or allow the PPASP or the PREMISES to be used in whole or in part during the term of this AGREEMENT for any use in violation of any present or future laws, ordinances, rules and regulations at any time applicable thereto of any public or governmental authority or agencies, departments, or officers thereof, including the CITY. These ordinances, rules and regulations include those which relate to sanitation, public health and safety.

D. At any time during the term of this AGREEMENT, the CITY may, at the direction of the City Manager, require CONCESSIONAIRE to surrender any portion of the PREMISES for a public necessity. Should the CITY impose such a requirement on CONCESSIONAIRE, the City shall attempt to provide CONCESSIONAIRE with equivalent substitute space as needed or applicable or financially viable as determined by the City.

Section 4 RECREATIONAL PROGRAMING

A. In order to establish recreational opportunities in the City, CONCESSIONAIRE will work with the City to develop and co-brand recreational programing that is well run, creative and in keeping with the needs of the community.

B. CONCESSIONAIRE shall promote all current and future programs and activities in such a way that credits both organizations while expanding the overall offerings available to community members.

Comment [SS1]: What does it exclude?

Comment [SS2]: The City really cannot do this very well?

Comment [SS3]: This seems like an unusual requirement? This action is subject to funding and man power.

Deleted: request access to and

Deleted: from time to time

Comment [SS4]: This is very open

Deleted: by resolution of the City Council,

Comment [SS5]: This is too strong. It should be at the direction of the City manager with reasonable notice.

Deleted: fully setting forth the reasons therefore,

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Comment [SS6]: I can't really be responsible for this?

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C. CONCESSIONAIRE shall plan for ten or more recreational activities for 2013 which will include but not be limited to the following core programs:

- a. Youth sports: soccer clinics, recreation league, baseball, girls softball, little league. CONCESSIONAIRE will host its first recreational soccer league during Spring, 2013.
- b. First Tee program: to be offered 1-2 times weekly, this would be a partnership with the new program being started in King City by First Tee, and would afford youth in Greenfield to be part of the King City program and the golf program that will be offered through this community.
- c. Zumba class: open to any and all, the Zumba class will be taught three times weekly at the community center.
- d. Karate: women, children – 3x per week beginning in February, this class will teach self-defense to women and karate to youth
- e. Spring, summer and winter camps: week-long half-day camps filled with variety of activities and sporting events for kids ages 5-12
- f. Literacy program: CONCESSIONAIRE will be starting a literacy program after school in the spring and summer to help develop English readers that in turn will help train siblings and family at home on reading skills.
- g. Family movie nights offered once or twice a month on Friday nights.
- h. Cooking classes for youth to learn culinary skills and prepare a special dinner for parents on occasion.

D. CONCESSIONAIRE shall ensure all activities are branded and promoted both through the City of Greenfield as well as through CONCESSIONAIRE web site and special promotional materials. There will be agreement between both organizations' management to determine the priority of each program and the role of each organization in delivery the recreational programs.

E. CONCESSIONAIRE shall expand the role of the current Operations Director to a full time position and designate it as the Parks and Recreation Director. The Parks and Recreation Director will primarily be committed to recreational programming and implementation on behalf of CONCESSIONAIRE and the City of Greenfield.

F. Key duties will include but not be limited to the following:

- a. Supervise the recreational staff
- b. Schedule oversight for all facilities

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- c. Implement and, when necessary and appropriate, interpret recreational policies to ensure equal access for all city residents and program users
- d. Plan, organize and act as coordinator with regard to a number of recreational and communal programs at the park level, community center or with regard to other recreational facilities
- e. Conduct meetings with public organizations and the community at large in order to better explain the objective of certain programs
- f. Plan and budget for classes, activities and events, promote activities in the community, attend activities to ensure proper implementation, oversee staff and maintain attendance logs.
- g. Coordination with other City departments, including Police and Public Works Departments with regard to facility usage, support services and overall goals of the programs

G. CONCESSIONAIRE will contract with an additional part-time position which will assist with the following activities to free up the Parks and Recreation Director's time to focus on programming and community engagement efforts:

- a. Manage reservations for facility use at all parks and facilities, including applications, insurance processing, scheduling, fee collection and ongoing communications with regard to events.
- b. Prepare, file and keep appropriate records of all transactions and schedules.
- c. Procure supplies, such as copies, sports equipment, reading materials, and the like, for programs offered through the City and CCYSO.
- d. Answering phones and respond to questions during peak hours.

H. This position will be hired for approximately 20 hours per week at \$12 per hour by CCYSO, but with the clear expectation that their time will be dedicated to supporting the City of Greenfield and CCYSO efforts.

SECTION 5. TERM OF AGREEMENT

A. The term of this AGREEMENT shall be twenty-four (24) months, subject to early termination as set forth in Section 19. This AGREEMENT shall commence on July 1, 2013 and will terminate on May 31, 2015. This AGREEMENT may be extended in increments to coincide with the normal fiscal year of the CITY at the agreement of both parties at least thirty (30) days prior to the expiration of this AGREEMENT in effect.

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Comment [SS7]: Is this correct?

~~Deleted: The term of this AGREEMENT shall be six (6) months, subject to early termination as set forth in Section 19. This AGREEMENT shall commence on April 1, 2012 and will terminate on September 30, 2012. This AGREEMENT may be extended in increments to coincide with the normal fiscal year of the CITY at the agreement of both parties at least thirty (30) days prior to the expiration of this AGREEMENT in effect.~~

SECTION 6 CONCESSION FEE AND PAYMENT, QUARTERLY REPORTS

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A. As part of the consideration for CCYSO'S services to and on behalf of the CITY, the CITY shall pay CCYSO a quarterly payment as follows:

- 1. July 1, 2013: \$31,250
- 2. October 1, 2013: \$31,250
- 3. January 1, 2013: \$31,250
- 4. April 1, 2013: \$31,250
- 5. July 1, October 1, 2014, January 1 and April 1, 2015, quarterly payments will remain the same unless modified by mutual agreement by both parties commensurate with any changes in scope of work by CCYSO.

At the beginning of each new contract year, the CITY and CCYSO will meet to review and discuss the proposed budget for the upcoming year and agree to annual payment from the CITY with the intent of minimizing the CITY'S annual payment while insuring adequate support to CCYSO to maintain fields and parks at high quality levels and increasing participating of community youth in outdoor sports utilizing the fields. In lieu of this meeting or a revised amount upon mutual agreement, the CITY agrees to pay CCYSO according to the schedule and amounts above,

The estimated cost of CONCESSIONAIRE recreational services are as follows:

- \$13,000 for additional salary for 25% of time
- \$10,000 for Parks and Recreation Director Benefits
- \$15,600 to Part Time Assistant (20 hours/week @ \$15/hour)
- \$9,840 Program supplies and fencing contributions
- \$1,560 for employee Benefits.

Deleted: As part of the consideration for CONCESSIONAIRE'S services to and on behalf of the CITY, the CITY shall pay CONCESSIONAIRE a quarterly payment as follows: ¶
1. . April 1, 2012: \$50,000. ¶
2. . June 1, 2012: \$25,000. ¶
3. . If Agreement is renewed by both parties, then quarterly payments will be made according to the following schedule as applicable: July 1, October 1, January 1 and April 1: \$25,000 on each date specified.

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At the beginning of each new contract year, the CITY and CONCESSIONAIRE will meet to review and discuss the proposed budget for the upcoming year and agree to annual payment from the CITY with the intent of minimizing the CITY'S annual payment while insuring adequate support to CONCESSIONAIRE to maintain fields and parks at high quality levels and increasing participating of community youth in outdoor sports utilizing the fields. In lieu of this meeting or a revised amount upon mutual agreement, the CITY agrees to pay CONCESSIONAIRE according to the schedule and amounts above.

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Comment [SS8]: What does this mean?

B. Method of Payment. The quarterly concession payments shall be addressed to the following person and address:

ATTENTION: Eric Johnsen, President
Central Coast Youth Sports Organization
25560 Meadowview Circle
Salinas, CA 93908

C. CCYSO shall maintain and submit to the CITY regular statistical information and reports on the ongoing programs field reservations, participant levels, use by sports

Comment [SS9]: I have never received this?

type, community and regional use, gross receipts and net receipts associated with management and maintenance of the PPASP.

SECTION 7 CAPITAL IMPROVEMENT PROGRAM

A. The CITY and CONCESSIONAIRE shall negotiate in good faith to develop and agree by April 1, 2012 upon a three (3) year capital improvement program for the PREMISES and PPASP. Such program shall set forth the needed capital improvements to be made within the three (3) year program and the respective responsibilities of the CITY and CONCESSIONAIRE to fund and complete such program if approved by both the CITY Council and by the CCYSO Board. The respective share of responsibility of the program shall reasonably reflect the following factors: the term of this AGREEMENT and possible future extension of this AGREEMENT; the expected life of the improvements; the degree to which the activities of each party contribute to the wear and tear on the improvements; and the need for the improvements and the expertise of each respective party to make any such improvements.

B. Capital Improvements Fund. The CITY and CONCESSIONAIRE shall establish a capital improvement budget each year and jointly identify the funding sources for such improvements at the beginning of each fiscal year. The CITY and CONCESSIONAIRE shall use such designated funds only for the purpose of constructing or improving IMPROVEMENTS according to the capital improvement budget adopted by both parties. The CITY shall initially fund the Capital Improvements Fund with \$12,000 to fund the following capital items for fiscal year 2011-12:

- Field striping equipment and paint: \$500.
- Computer with appropriate business and league management software: \$3,000.
- Soccer goals, nets and flags for 5-8 fields (3 sets): \$5,000.
- Fertilizer and herbicide bulk cost for first applications: \$3,500.

SECTION 8 LATE PAYMENT

A. Failure of the CITY to pay any of the quarterly fee payments when due is a breach of this AGREEMENT for which CONCESSIONAIRE may terminate ~~same~~ pursuant to Section 19 or take such other legal action as it deems necessary.

~~B. Without waiving any rights available at law in equity or under the AGREEMENT in the event of late or delinquent payments, the CITY recognizes that CONCESSIONAIRE will incur certain expenses as a result thereof the amount of which is difficult to ascertain. Therefore, in addition to monies owing, the CITY agrees to pay CONCESSIONAIRE a late fee set forth below to compensate CONCESSIONAIRE for all expenses and or damages and loss resulting from said late or delinquent payments.~~

~~C. The charges for late or delinquent payments shall be one and one-half percent (1.5%) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum or one and one-half percent (1.5%) each month assessed daily on the~~

Deleted: CONCESSIONAIRE shall maintain and submit to the CITY quarterly statistical information and reports on the ongoing programs field reservations, participant levels, use by sports type, community and regional use, gross receipts and net receipts associated with management and maintenance of the PPASP

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Comment [SS10]: This is a partnership and we need to pay on time.... But I am uncomfortable agreeing to penalties.

balance of the unpaid amount. Payments shall be considered past due if postmarked after the tenth (10th) day of the month in which payment is due.

SECTION 9 PPASP USAGE

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A. In the case of disputes during the life of this AGREEMENT over any conditions which may impede upon CONCESSIONAIRE’S quiet enjoyment of the PREMISES, the City Manager shall have final determination of any solution to such dispute and the City Manager’s final determination shall be binding upon all parties in such dispute.

B. Charges and Pricing. CONCESSIONAIRE shall have the right to charge and establish prices for the usage of the PPASP fields, parking, advertising and any other usage of the PREMISES permitted under this AGREEMENT subject however to disapproval by the City Manager if he or she determines that any of said prices are discriminatory or excessively high or low. Such determination shall take into account the business considerations presented by CONCESSIONAIRE. CONCESSIONAIRE shall provide the City Manager with a list of prices for all services and goods offered pursuant to this AGREEMENT. This list shall be reviewed annually and updated, if necessary, whenever prices are changed. CONCESSIONAIRE shall also consult with the sports leagues established in the area as well as its Advisory Council and the City’s Financial and Budget Advisory Board comprised of community members regarding the proposed fees to insure they are reasonable and accessible to all community members.

Comment [SS11]: This needs to happen without limitations.

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Comment [SS12]: This has not happened,

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C. Scheduling. CONCESSIONAIRE shall establish and implement a field reservation system and shall schedule PPASP field usage for community use and other regional uses.

D. City Use. The CITY shall have the right to utilize the PPASP for community events when it determines that such use is in the best interest of the community. The CITY agrees to coordinate with CONCESSIONAIRE regarding the schedule so as to minimally impact high season sports and usage. In addition, the CITY may require the use of any part of the PREMISES by resolution, as described in Section 3.D.

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Comment [SS13]:

E. Parking Use. The improved parking lots are part of the PREMISES under this AGREEMENT and CONCESSIONAIRE shall have the right to levy and collect parking fees which shall be used to provide recreational programing to the community.

Comment [SS14]: Which must be properly recorded and spent on programs in Greenfield.

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F. Advertising. CONCESSIONAIRE shall have the right to pursue advertising and sponsorship agreements in partnership with the City. CONCESSIONAIRE may be allowed to have temporary advertising for alcohol products for exclusively adult only tournaments and special events occurring on the PREMISES upon approval by the City Manager.

Comment [SS15]: This needs to be controlled.

Deleted: and offer space and locations at the PPASP for advertising that while restricting pornography, religious, and political organizations, firearms, tobacco, alcohol and gambling

G. Naming Rights. CONCESSIONAIRE shall have the right to pursue and have the authority to enter into agreements, with City approval, for advertising naming rights for the fields amenities provided that the term of any such agreement shall not continue beyond the term of this AGREEMENT and shall be subject to cancellation in the event this AGREEMENT is cancelled. CONCESSIONAIRE may also pursue naming rights

Comment [SS16]: I am uncomfortable with this authority. I need to begin branding the city and this might be inconsistent with this goal.

agreements for the entire PPASP subject to approval by the City Council by resolution. CONCESSIONAIRE and the CITY shall work in good faith to negotiate the terms of any agreement.

H. Food and Beverage Concession Stand. CONCESSIONAIRE shall have the right to establish or permit food and beverage sales at the concession stand provided that no such concession shall sell any alcohol or tobacco products.

Comment [SS17]: The profits need to be accounted for and used to benefit Greenfield residents in the city ...on programs offered at the park.

I. Vending Machines. CONCESSIONAIRE shall not install or allow to be installed any vending machines, electronic games or other coin operated machines without prior written approval of the City Manager. The City Manager shall have the right to order the immediate removal of any unauthorized machines.

Deleted: without prior written consent from the City Manager

J. Signage. CONCESSIONAIRE may design and construct a sign on the PREMISES to advertise the location and events at the PPASP subject to the approval of the City Manager. CONCESSIONAIRE shall provide an advertising sign plan to the City Manager for approval.

SECTION 10 OPERATING RESPONSIBILITIES

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CONCESSIONAIRE shall at all times during the term of this AGREEMENT comply with the following conditions:

A. Conduct. CONCESSIONAIRE shall at all times conduct its business in a professional, quiet and orderly manner to the satisfaction of the City Manager.

CONCESSIONAIRE shall use its best efforts to permit no intoxicated persons, profane or indecent language or boisterous or loud conduct in or about the PREMISES, and shall not knowingly allow the unlawful use or possession of illegal drugs, narcotics or controlled substances on the PREMISES. CONCESSIONAIRE will call upon peace officers to assist in maintaining peaceful conditions.

B. Non-Discrimination. CONCESSIONAIRE in its CONCESSION operations at the PREMISES, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability or sexual orientation shall be excluded from the PREMISES or PPASP or activities thereon, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by this AGREEMENT; (2) that in the construction of any IMPROVEMENTS on over or under the PREMISES authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in and denied the benefits of or otherwise be subjected to unjust discrimination. In addition, CONCESSIONAIRE during the term of this AGREEMENT agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability

Comment [SS18]: Discrimination should not be conditioned.

Comment [SS19]: Or participation in any program or public event.

Comment [SS20]: Same issue

or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall contain a like provision.

C. Qualified Personnel and Contractors. CONCESSIONAIRE will, in the operation of the CONCESSION, employ, contract, or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the CITY. All such personnel while on or about the PREMISES shall be neat in appearance and courteous at all times and shall be appropriately attired with passes or other suitable means of identification. No person employed by CONCESSIONAIRE while on or about the PREMISES shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol or use inappropriate language or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory to the CITY, CONCESSIONAIRE shall remove that person from the PREMISES.

D. Concession Manager. CONCESSIONAIRE shall appoint a Concession Manager of CONCESSIONAIRE'S operations at the PREMISES and/or at office space provided by the CITY. If CONCESSIONAIRE elects to subcontract the management of any or all of the CONCESSION operations to a managing entity or entities, the provisions of this Section shall also apply to any such entity.

E. Marketing and Promotion. CONCESSIONAIRE shall use its best efforts to market and promote the usage of the PPASP and the PREMISES for purposes permitted under this AGREEMENT. Each FISCAL YEAR, CONCESSIONAIRE shall work with the CITY to develop an annual marketing plan, which plan shall include goals to support local economic development activities. The CITY reserves the right to concurrently market and promote the use of the PPASP.

Comment [SS21]: Has this happened?

F. Utilities. The CITY shall be responsible for utility charges. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, water, heat, air conditioning and other utility services to the PREMISES. The CITY will incur the cost of all refuse collection from the main dumpster during the term of this AGREEMENT.

Comment [SS22]: Utility service should be an expense of the Concessionaire.

G. Safety. CONCESSIONAIRE shall correct safety deficiencies and violations of safety practices immediately after the condition becomes known or the City Manager notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with the CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention and as soon as possible thereafter. CONCESSIONAIRE shall notify the CITY in writing describing the person's injured and the time place and nature of the injury.

H. Security. CONCESSIONAIRE shall be responsible for maintaining reasonable security of the PREMISES during events and usage. CONCESSIONAIRE may install equipment approved by the CITY which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed and

maintained by the CITY as agreed upon by both parties. CONCESSIONAIRE will rely on response from local police in the instance of violence, unruly tenants, vandalism, or other such activities beyond the normal scope of surveillance.

I. Environmental Sensitivity. CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies and ordinances regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products. With the application of herbicides, fields will be closed during application periods and appropriate number of days thereafter so as to assure compliance with all safety requirements and manufacturer recommendations for safe application.

J. Fund Raising Activities. CONCESSIONAIRE will be expected to cooperate with CITY personnel on all matters relative to the conduct of fundraising and/or special events.

Comment [SS23]: Non-political

K. Community Outreach. CONCESSIONAIRE shall coordinate and cooperate with the DEPARTMENT to develop strategies to outreach to all members of the community particularly those living in low to moderate income areas, fixed income households, youth, the disabled, etc. to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.

L. Resources Supplied by CONCESSIONAIRE. CONCESSIONAIRE shall supply resource items that are specifically listed in this Section in order to ensure business operations are run effectively and efficiently.

SECTION 11 MAINTENANCE AND REPAIR

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A. As-Is. CONCESSIONAIRE acknowledges that it is agreeing to a concession of the PREMISES on an as-is basis.

B. Maintenance and Operating Standards. During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes and occupancy set forth in this AGREEMENT, CONCESSIONAIRE shall maintain and operate the PREMISES and the PPASP at its own expense in compliance with law and unless otherwise more specifically set forth to a standard equal to or better than standards in place as of the commencement of this AGREEMENT.

C. General Responsibilities.

CONCESSIONAIRE responsibilities:

Restrooms: CONCESSIONAIRE will maintain the park and facility restrooms in generally a clean and sanitary manner at all times.

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Fields. CONCESSIONAIRE shall at its own expense keep and maintain the grass fields at a high standard required by tournament play. CONCESSIONAIRE shall **ensure that trash is properly removed during each event or organized use of City fields.**

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- Deleted: pickup
- Deleted: or after
- Deleted: weekend day that the
- Deleted: are used.
- Deleted: and will bill the CITY at cost
- Deleted: , working with the CITY to achieve best pricing on such supplies

Irrigation system: CONCESSIONAIRE shall maintain and operate all irrigation systems and fixtures, except for the CITY-installed well, pump, and filtering devices. CONCESSIONAIRE will purchase replacement heads for sprinklers and valves as needed. All **major or substantial** repair work will be pre-approved through the CITY or the City Manager. CONCESSIONAIRE will provide prompt notice to the CITY with regard to any repairs, upgrades or replacements as needed to the irrigation systems, and the CITY will in turn respond in a timely manner to these suggested repairs and upgrades. CONCESSIONAIRE expects that the appropriate minimum standards for water delivery from the pump of at least 500 gpm and 70 psi at the well-head on a sustained basis. The pump is specified to produce nearly 800 gpm and psi of 70 and above.

Pest Control. CONCESSIONAIRE shall be responsible for pest control limited to the PREMISES and including application of fungicide and gopher abatement only. All other abatement will be the responsibility of the CITY.

Volunteers. CONCESSIONAIRE shall also coordinate with users to help voluntarily maintain the facilities.

The above responsibilities are estimated to require 1.2 FTE employees to complete the following tasks:

- | | |
|-------------------------------|----------------------------------|
| 1. Mowings | 40 per year |
| 2. Water | 5 acre ft/acre of turf |
| 3. Fertilize | 6 applications/year |
| 4. Field Paint | Biweekly in season |
| 5. Aeration | Annually |
| 6. Pest management | (fungicide, gophers etc.) |
| 7. Weed management | Fields, fence line, common areas |
| 8. Trash/bathroom maintenance | 2 times/week |
| 9. Equipment R&M | |

CITY responsibilities:

Restrooms. The **CONCESSIONAIRE** shall be responsible for necessary janitorial duties on weekdays, and plumbing and other repairs to restrooms that may be required on any day. Said needed cleaning and repairs may result from normal wear and tear as well as vandalism.

Deleted: CITY

Buildings and Structures. The CITY shall be responsible for the building structures, parking lots, fencing, sidewalks or any other structures not part of the regular grass field maintenance and repairs.

Deleted: , to the extent the damage is not caused by the willful or negligent actions of CONCESSIONAIRE.

Irrigation system: The CITY shall be responsible for ~~repair~~ of irrigation line ~~and the purchase of~~ supplies for underground. The CITY shall be responsible for maintenance and operation of the CITY well, pump, and irrigation clock.

Deleted: purchase and/or reimbursement

Deleted: irrigation line replacement or repairs, unless very minor

D. Property Damage and Theft Reporting. CONCESSIONAIRE shall report to the CITY in writing in the event that the PREMISES and/or any CITY-owned property is damaged or destroyed in whole or in part from any cause.

Deleted: whatsoever and in the event of theft, burglary or other crime committed on the PREMISES.

E. Equipment. CONCESSIONAIRE may, at its own expense, purchase or receive donations for equipment required at the parks for recreational and sports uses. With City approval, CONCESSIONAIRE has the right to charge rent or usage fees for such equipment or to roll into a City approved user fees a portion to help cover and replace capital equipment on a periodic and as-needed basis.

F. Damage or Destruction to Premises.

1. Partial Damage. If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding, inundation, floods, the elements, acts of the public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by the CITY at its own cost and expense, subject to the limitations as hereinafter provided, that if said damage is caused by the acts or omissions of CONCESSIONAIRE, its agents, officers or employees, CONCESSIONAIRE shall be responsible for reimbursing the CITY for the cost and expense incurred in making such repairs. If the damages as described in this Section are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by the CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by City Manager as again ready for use, provided, however, that if such damage is caused by the acts or omissions of CONCESSIONAIRE, its agents, officers, or employees. CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

2. Complete Destruction. In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, acts of the public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, the CITY shall be under no obligation to repair, replace, or reconstruct the PREMISES and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the PREMISES or a substantial portion thereof are completely destroyed as a result of the acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, the CITY may in its discretion require CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of

such destruction and CONCESSIONAIRE shall be responsible for reimbursing the CITY for the cost and expenses incurred in making such repairs.

3. Limits of the CITY'S Obligation Defined. In the application of the foregoing provisions the CITY may, but shall not be obligated, to repair or reconstruct the PREMISES. If the CITY chooses to do so, the CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder.

SECTION 12 LIABILITY

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A. Indemnification.

1. To the extent permitted by law, except for the active negligence or willful misconduct of the CITY, CONCESSIONAIRE undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any and all of its officers, agents, and employees from and against all suits, causes of action, claims, losses, demands and expenses including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever for death or injury to any person including CONCESSIONAIRE'S employees and agents or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of or incident to the performance of this AGREEMENT on the part of CONCESSIONAIRE its officers, agents, employees or sub-contractor of any tier.

2. CONCESSIONAIRE, in consideration of the granting of this AGREEMENT agrees to hold the CITY harmless for any and all claims or rights of action for damages which may or might arise or accrue to CONCESSIONAIRE its officers, agents, servants, employees or others who may be on the PREMISES at its invitation or the invitation of any one of them by reason of injury to the property or the persons of any of them resulting from the entry upon or the use of the PREMISES by the CITY at any time for any purpose necessary or convenient in connection with public works.

B. Insurance Required. CONCESSIONAIRE shall at its own cost and expense purchase and maintain throughout the term of this AGREEMENT the following insurance:

1. Automobile and Liability. CONCESSIONAIRE shall maintain business automobile liability insurance, any auto including owned autos, non-autos and hired autos, comprehensive general liability insurance, and employer liability insurance, protecting CONCESSIONAIRE, the CITY, and their members including without limitation members of the City Council, its officers, agents and employees all of whom shall be named as additional insureds from and against any and all liabilities arising out of or relating to CONCESSIONAIRE'S use or occupancy of the PREMISES or the conduct of its operations under this AGREEMENT in such form and with such companies as the CITY may reasonably approve with a combined single limit or its equivalent per occurrence of not less than the amount set forth below with a deductible reasonably acceptable to the CITY with a waiver of any right of subrogation that the

insurer may have against the CITY with contractual liability coverage for CONCESSIONAIRE'S covenants to and indemnification of the CITY under this AGREEMENT. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance the CITY may possess including any self-insured retention or deductible the CITY may have and that the CITY shall not be obligated to contribute to cover any loss damage or liability. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each provided however that this provision shall not operate to increase the policy limits of the insurance.

Business Automobile Liability \$1,000,000.
Comprehensive General Liability \$2,000,000.
Employer Liability \$1,000,000.

2. Workers Compensation. CONCESSIONAIRE shall maintain workers compensation insurance as required by the laws of California provided however that CONCESSIONAIRE may self-insure its workers compensation liability subject to all applicable requirements of California law together with employer liability insurance in the coverage amount of not less than \$1,000,000.

3. Insurance Certificates. Prior to commencement of the term of this AGREEMENT and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided hereunder by CONCESSIONAIRE, CONCESSIONAIRE shall cause a certificate or certificates of insurance and all required endorsements to be furnished to the CITY evidencing all such coverage and such certificate shall provide that the policy or policies will not be cancelled, limits thereunder will not materially change without first providing at least thirty (30) days written notice thereof to the CITY. At the CITY'S request copies of all required insurance policies will be provided to the CITY. Insurance coverage will be retroactive to the commencement term of this AGREEMENT.

SECTION 13 PROHIBITED ACTS

CONCESSIONAIRE shall not:

A. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein without the prior written approval of the City Manager.

B. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT or carried by the CITY covering the PREMISES or the buildings in which the same are located or which in the opinion of the City Manager may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT provided however that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or

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customary in carrying on its business or from carrying on said business in all respects as is customary.

C. Use, create, store or allow any hazardous materials as defined in California Health and Safety Code section 25117 or those which meet the criteria of said Code as well as any other substance which poses a hazard to health and environment provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws.

D. Use the PREMISES in any manner that will constitute waste.

SECTION 14 PERFORMANCE DEPOSIT AND ASSURANCES

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A. Financial Assurances. CONCESSIONAIRE represents to the CITY that it has sufficient capital credit and investment available to it for the purposes of meeting its obligations set forth in this AGREEMENT. In order to demonstrate CONCESSIONAIRE'S financial capacity to perform under this AGREEMENT CONCESSIONAIRE shall provide to the CITY evidence of its source of capital and operational funding upon the CITY'S request including:

1. Written representation from a bona fide financial institution, bank or lending institution etc. evidencing the amount of loan or credit offered or extended to CONCESSIONAIRE for the purposes set forth in this AGREEMENT.

2. Written representation from investors stating the amount of investment capital invested in, loaned to or offered to CONCESSIONAIRE for the purposes set forth in this AGREEMENT.

B. Annual Progress Report. CONCESSIONAIRE shall submit no later than sixty (60) days after the end of each FISCAL YEAR a progress report of an annual compilation of information contained in the monthly reports required under Section 5.C.

SECTION 15 INDEPENDENT CONTRACTORS CONSULTANTS

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CONCESSIONAIRE is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONCESSIONAIRE shall not represent or otherwise hold itself or any of its directors, officers, partners, employees or agents to be an agent or employee of the CITY.

SECTION 16 TAXES, PERMITS AND LICENSES

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A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits or licenses that may be required in connection with the operation of

the CONCESSION including, but not limited to tax permits, business licenses, health permits, building permits and police and fire permits etc.

B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES or upon CONCESSIONAIRE'S improvements, fixtures, equipment or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing this AGREEMENT and accepting the benefits thereof a property interest may be created known as Possessory Interest and such property interest will be subject to property taxation, CONCESSIONAIRE as the party to whom the Possessory Interest is vested may be subject to the payment of the property taxes levied by the State and County upon such interest.

SECTION 17 ASSIGNMENT SUBLEASE BANKRUPTCY

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A. CONCESSIONAIRE shall not underlet or sublet the subject the PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified nor assign this AGREEMENT, nor transfer, assign or in any manner convey any of the rights or privileges herein granted. Neither this AGREEMENT, nor the rights herein granted shall be assignable or transferable by any process or proceedings, in any court or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right title or interest in or to this AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee, or other lien holder successor or purchaser.

Comment [SS24]: There should be no confusion that this is not permitted.

Deleted: without the prior written consent of the CITY

B. CONCESSIONAIRE may not, without prior written permission of the CITY: (1) Assign or otherwise alienate any of its rights hereunder including the right to payment; or (2) Delegate, subcontract or otherwise transfer any of its duties hereunder.

SECTION 18 BUSINESS RECORDS

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A. Record Retention. CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three (3) years thereafter all of its books, ledgers, journals and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to this AGREEMENT. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the City Manager or a duly authorized representative of the CITY during ordinary business hours at any time during the term of this AGREEMENT and for at least three (3) years thereafter.

B. Employee Fidelity Bonds. At the City Manager's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

C. Cash and Record Handling Requirements. If requested by the City Manager, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to the City Manager for approval. CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs.

SECTION 19 REGULATIONS INSPECTION AND DIRECTIVES

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A. The operations conducted by CONCESSIONAIRE pursuant to this AGREEMENT shall be subject to:

1. Any and all applicable rules, regulations, orders and restrictions which are now in force or which may be hereafter adopted by the CITY with respect to the operation of the CONCESSION.

2. Any and all orders, directions or conditions issued, given or imposed by the City Manager with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas or public areas adjacent to the PREMISES.

3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the Municipal Code and of any governmental authority, federal, state or municipal lawfully exercising authority over CONCESSIONAIRE'S operations.

4. Any and all applicable local state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons including the Americans with Disabilities Act.

B. Permissions. Any permission required by this AGREEMENT shall be secured in writing by CONCESSIONAIRE from the CITY or the City Manager and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by the CITY or the City Manager.

C. Right of Inspection. The CITY and the City Manager, their authorized representatives, agents and employees shall have the right to enter upon the PREMISES at any and all ~~reasonable~~ times for the purpose of inspection evaluation and observation of CONCESSIONAIRE'S operation.

Comment [SS25]: There should be no limitation on the right of impaction

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D. Access to Premises. The CITY shall have absolute and full access to the PREMISES and all its appurtenances during the term of this AGREEMENT and may make such changes and alterations therein and in the grounds surrounding same as may be determined by the CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

SECTION 20 TERMINATION

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A. Termination by the CITY. The CITY may by thirty (30) day written notice terminate this AGREEMENT in its entirety and all rights ensuing therefrom as provided by applicable law if any one or more of the following events of default occur:

1. CONCESSIONAIRE fails to keep perform and observe any promise, covenant and condition set forth in the AGREEMENT on its part to be kept, performed or observed and CONCESSIONAIRE fails to perform within ten (10) days after receipt of written notice from the CITY or where fulfillment of CONCESSIONAIRE'S obligation requires activity over a period of time and CONCESSIONAIRE fails to commence to perform whatever may be required within ten (10) days after receipt of such notice and to continue such performance diligently and without interruption except for causes beyond its control.

2. CONCESSIONAIRE fails to meet performance assurances pursuant to that procedure and process set forth in Section 13.

3. The interest of CONCESSIONAIRE under this AGREEMENT is assigned, transferred, passes to or devolves upon by operation of law or otherwise any other person, firm or corporation.

Deleted: without the written consent of the City Manager

4. CONCESSIONAIRE becomes, without the prior written approval of the City Manager, a successor or merged corporation in a merger a constituent corporation in a consolidation or a corporation in dissolution.

5. The levy of any attachment or execution or the appointment of any receiver or the execution of any other process of any court of competent jurisdiction which is not vacated, dismissed or set aside within a period of ten (10) days and which does or as a direct consequence of such process will interfere with CONCESSIONAIRE'S use of the PREMISES or with its operations under this AGREEMENT.

6. CONCESSIONAIRE becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state law, or consents to the appointment of a receiver trustee or liquidator of all or substantially all of its property or its property located within the PREMISES.

7. By order or decree of court, CONCESSIONAIRE is adjudged bankrupt or an order is made approving a petition filed by any of the creditors or stockholders of CONCESSIONAIRE seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or any state thereof.

8. A petition under any part of the federal bankruptcy laws or an action under any present or future solvency law or statute is filed against CONCESSIONAIRE which materially and adversely affects the operation or service required to be performed by CONCESSIONAIRE under this AGREEMENT.

9. By or pursuant to, or under authority of any legislative act, resolution or rule, order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CONCESSIONAIRE.

10. Cessation or deterioration of service for any period which in the opinion of the City Manager materially and adversely affects the operation or service required to be performed by CONCESSIONAIRE under this AGREEMENT.

11. Any lien is filed against the PREMISES because of any act or omission of CONCESSIONAIRE and such lien is not removed enjoined or a bond for satisfaction of such lien is not posted within ten (10) days.

12. CONCESSIONAIRE voluntarily abandons deserts vacates or discontinues its operation of the business herein authorized. ,

B. The CITY'S Right of Reentry. The CITY shall as an additional remedy upon an event of default as above provided have the right to reenter the PREMISES and every part thereof on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise. Such reentry, however, shall not in any manner affect alter or diminish any of the obligations of CONCESSIONAIRE under this AGREEMENT.

C. Additional Rights of the CITY. The CITY upon termination of this AGREEMENT or upon reentry, regaining or resumption of possession of the PREMISES may occupy said PREMISES and shall have the right to permit any person firm or corporation to enter upon the PREMISES and use the same. Such occupation by others may be of only a part of the PREMISES or the whole thereof or a part thereof together with other space and for a period of time the same as or different from the balance of the term remaining hereunder and on terms and conditions the same as or different from those set forth in this AGREEMENT.

D. Survival of CONCESSIONAIRE'S Obligations. In the event this AGREEMENT is terminated by the CITY or in the event the CITY reenters, regains or resumes possession of the PREMISES, CONCESSIONAIRE shall be responsible to pay the CITY all deferred revenue including but not limited to deposits advances cash or checks received for services scheduled to be provided by CONCESSIONAIRE after the date of termination the CITY may maintain an action to recover any monies due.

E. Waiver of Redemption and Damages. CONCESSIONAIRE hereby waives any and all rights of redemption granted by or under any present or future law or statute in

the event it is dispossessed for any cause or in the event the CITY obtains or retains possession of the PREMISES in any lawful manner.

F. Termination by CONCESSIONAIRE. This AGREEMENT may be terminated by CONCESSIONAIRE via thirty (30) day written notice upon the happening of one or more of the following event of default:

1. The complete destruction of all or a substantial portion of the PREMISES from a cause other than the negligence or omission to act of CONCESSIONAIRE, its agents, officers or employees and the failure of the CITY to repair or reconstruct the PREMISES.

2. Any exercise of authority under this AGREEMENT which so interferes with CONCESSIONAIRE'S use and enjoyment of the PREMISES as to constitute a termination in whole or in part of this AGREEMENT by operation of law in accordance with the laws of the State of California.

3. The default by the CITY in the performance of any covenant or agreement herein required to be performed by the CITY and the failure of the CITY to remedy such default for a period of thirty (30) days after receipt from CONCESSIONAIRE of written notice to do so.

SECTION 21 SURRENDER OF POSSESSION

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CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to the CITY on the date of the expiration or earlier termination of this AGREEMENT promptly, peaceably, quietly and in as good order and condition as is now, are or may be hereafter improved by CONCESSIONAIRE or the CITY. Normal use and wear and tear thereof shall be excepted. No agreement of surrender, or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of the CITY and CONCESSIONAIRE. Neither the doing, nor omission of any act, or thing by any of the officers, agents or employees of the CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under this AGREEMENT. CONCESSIONAIRE shall have the right to remove its equipment, supplies, furnishings, inventories, removable fixtures and personal property from the PREMISES within thirty (30) days of the expiration or earlier termination of the AGREEMENT. CONCESSIONAIRE shall provide to the City, prior to removal, a detailed description of all of its equipment, supplies, furnishings, inventories, removable fixtures and personal personality. If CONCESSIONAIRE fails to remove said property within that thirty (30) days said property shall be considered abandoned and the CITY may dispose of same as it sees fit.

Comment [SS26]: This will avoid an misunderstanding what is the City's stuff and what is the stuff of the Concessionaire.

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SECTION 22 WAIVER

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A waiver of a default of any part term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

SECTION 23 FORCE MAJEURE

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Neither party hereto shall be liable to the other for any failure delay or interruption in the performance of any of the terms, covenants or conditions of this AGREEMENT due to causes beyond the control of that party including without limitation, strikes (except strikes of CONCESSIONAIRE'S own employees), boycotts, labor disputes, embargoes, shortage of material, acts of God, landslides, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible and which is not in its power to control.

SECTION 24 REMEDIES ARE NON EXCLUSIVE

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No right, power, remedy or privilege of the CITY shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional, and not in lieu of, or exclusive of each other or of any other remedy available to the CITY at law or in equity.

SECTION 25 AGREEMENT BINDING UPON SUCCESSORS

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This AGREEMENT shall be binding upon and shall inure to the benefit of the successors heirs executors administrators and assigns of the parties hereto. The term CONCESSIONAIRE shall include any assignee of CONCESSIONAIRE and any assignment permitted and approved by the City Manager.

SECTION 26 LAW OF CALIFORNIA APPLIES

Deleted: 5

This AGREEMENT shall be enforced and interpreted under the laws of the State of California.

SECTION 26 VENUE

Deleted: 6

Venue of any action brought under this AGREEMENT shall lie in Monterey County.

SECTION 28 NOTICES

Deleted: 7

A. To the CITY. Unless otherwise stated in this AGREEMENT written notices to the CITY hereunder shall be addressed as follows:

City of Greenfield
City Manager's Office
599 El Camino Real
Greenfield, CA 93927

All such notices may either be delivered personally or may be deposited in the United States mail properly addressed as aforesaid with postage frilly prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall

be effective upon receipt the CITY shall provide CONCESSIONAIRE with written notice of any address change within thirty (30) days of the occurrence of said address change.

B. To CONCESSIONAIRE. All such notices may either be delivered personally to CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United States mail properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

Central Coast Youth Sports Organization
25560 Meadowview Circle
Salinas, CA 93908

CONCESSIONAIRE shall provide the CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

SECTION 29 INTERPRETATION

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CONCESSIONAIRE and the CITY agree that this AGREEMENT shall be deemed to have been jointly drafted and shall be construed according to its fair meaning and not strictly for or against either the CITY or CONCESSIONAIRE. The section headings appearing herein are for the convenience of the CITY and CONCESSIONAIRE and shall not be deemed to govern limit modify or in any manner affect the scope meaning or intent of the provisions of this AGREEMENT. If any provision of this AGREEMENT is determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this AGREEMENT and all such other provisions shall remain in full force and effect and it is the intention of the parties hereto that if any provision of this AGREEMENT is capable of two constructions one of which render the provision void and the other of which would render the provision valid then the provision shall have the meaning which renders it valid. The use of a gender herein shall include all genders and the use of any number shall be construed as the singular or the plural all as the context may require.

SECTION 30 AGREEMENT CONTAINS ENTIRE AGREEMENT

Deleted: 29

The provisions of this AGREEMENT contain the entire agreement between the parties hereto and this AGREEMENT may not be changed or modified in any manner except by formal written amendment fully executed by both the CITY and CONCESSIONAIRE.

SECTION 31 TIME OF THE ESSENCE

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Time is of the essence for all provisions of this AGREEMENT.

SECTION 32 INCORPORATION OF DOCUMENTS

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This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations

discussions and agreements. The following exhibits are to be attached to and made part of this AGREEMENT by reference.

EXHIBIT A – Premises

EXHIBIT B – Recreation Scope of Work

Deleted: CCYSO Proposal

Where the provisions of this AGREEMENT and the exhibits conflict, the terms of this AGREEMENT will prevail.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be executed on its behalf by its duly authorized representative and CONCESSIONAIRE has executed the same as of the day and year herein below written.

THE CITY OF GREENFIELD,
a municipal corporation

CENTRAL COAST YOUTH SPORTS ORGANIZATION, a California non-profit corporation

By: _____
City Manager

By: _____
President

APPROVED AS TO FORM:

By: _____
City Attorney

**EXHIBIT A
PREMISES**

EXHIBIT B

CCYSO Scope of Recreational Services

Deleted: CCYSO Proposal

Acting on behalf of the City of Greenfield in the capacity as a modified parks and recreation coordinator, CCYSO agrees to provide the following services as part of this AGREEMENT:

Programming

CCYSO currently offers or is considering the following programs for youth, adults and seniors at the parks and recreation facilities. All programs will be considered, but will require a teacher and coordinator for each program and an ongoing evaluation with regard to the attendance and efficacy of each program.

Youth Programs

- Youth sports: soccer clinics – Saturday mornings 9-11, March through August
- Recreation soccer league ages 4-13: Saturday mornings 9-11, Sept-Nov and April through June
- Baseball practices and games: spring
- Girls softball: spring
- First Tee program: as part of winter, spring and summer youth camps, First Tee will provide 1- 2 staff persons to help with activities and to tie into King City startup program
- Karate: women, children – 3x per from Feb-Aug, maybe during fall
- Spring, summer and winter camps: week-long half-day camps filled with variety of activities and sporting events for kids ages 5-12
- Literacy program: CCYSO is partnering with literacy organizations throughout Monterey County to support implementing a reading and homework program at the community center offered several days each week beginning fall, 2013
- Cooking classes for youth to learn culinary skills and prepare a special dinner for parents on occasion.
- Computer classes
- Library extension resource center
- Marble tournament 1-2 times annually

Adults and Family

- Zumba class: Zumba class is offered three times weekly at the community center.
- Family movie nights offered once or twice a month on Friday nights.

- Breakfast in the Park
- Campfire sing alongs
- Badminton
- Volleyball
- Community gardens
- Father Daughter nigh, Mother son

Seniors

- Therapeutic recreation classes
- Smart phone & computing introduction class
- Senior exercise programs
- Pilates & Yoga

Operations

1. Staffing: 1.0 FTE Operations Manager to coordinate overall activities, reservations, payment collections and reporting, community interaction, liaison with City staff and public relations. 0.5FTE Rec program coordinator who will staff day to day programs, maintain facilities, manage reservations and insurance requirements, market and promote programs and supervise in absence of Operations Manager.
2. Facilities management & maintenance: 1.0 FTE on site M-F and 0.2 FTE manager and supervisor contracted through Greenfield Turf
3. Office on-site in community center
4. Phone and internet service supplied through the City of Greenfield

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Deleted: Central Coast Youth Sports Organization (CCYSO)¶

DRAFT¶

¶

¶

¶

Greenfield Soccer Park Maintenance¶
And Soccer League Development Proposal¶
September 5, 2011¶

Prepared by:¶
CCYSO – Attn: Eric Johnsen¶
25560 Meadowview Circle¶
Salinas, CA 93908¶
(831) 214-0964¶
Email: ekjohnsen@sbglobal.net¶

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I. Background ¶

During early 2010, Scheid Vineyards in discussions with the City of Greenfield (and based on the growing need for organized sports and recreation for youth of Greenfield and surrounding areas) decided to embark on a project to develop a "turf farm" from existing vineyard acreage that could in turn be purchased by the City of Greenfield for use in its park and recreation facilities available to residents. The 20-acre site was designed to accommodate approximately five full sized soccer fields as well as a "warm up" area for teams preparing to play. The park could also function as a sports venue for other sports such as lacrosse, ultimate Frisbee or other special events. ¶

From the beginning, Mr. Kurt Gollnick, the COO of Scheid Vineyards, made it clear that he wanted to develop fields that would not only be high quality for a long time to come, but that would also provide new opportunities to involve kids in youth sports that could give them a positive choice as an alternative to violence, gangs or other destructive types of activities. The facility will be ready for use in October, and will provide the best local soccer park available between Salinas and Paso Robles. ¶

One of the key concerns, in the era of decreasing City and County budgets, is the ability of the City of Greenfield to employ best cultural practices of the fields and to administer soccer leagues that are well organized and well run, have appropriate oversight, insurance, and accountability for financial resources. Central Salinas Valley cities have a history of poorly managed leagues that have questionable reputations, little accountability and make virtually no financial contribution to help maintain the facilities at a top level. The City of Greenfield has been hit particularly hard with budgeting shortfalls, and as a result, the capability to maintain the facilities at a top notch level is in question today. ¶

This proposal discusses the possibility of taking over entirely the maintenance of the newly developed soccer park as well as the existing fields at Patriot Park. It also contemplates overseeing and running a full complement of soccer leagues from youth recreational soccer and youth competitive soccer to local adult

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FIRE FACILITIES IMPACT FEE STUDY

GREENFIELD FIRE PROTECTION DISTRICT

DECEMBER 14, 2006



Oakland Office

1700 Broadway
6th Floor
Oakland, California 94612
Tel: (510) 832-0899
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Anaheim, CA
Industry, CA
Jacksonville, FL
Lancaster, CA
Oakland, CA

Phoenix, AZ
San Diego, CA
Seattle, WA
Temecula, CA
Washington, DC

www.muni.com

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GREENFIELD FIRE PROTECTION DISTRICT FIRE FACILITIES IMPACT FEE STUDY

INTRODUCTION

This report summarizes an analysis of the need for fire facilities by the Greenfield Fire Protection District (District) to accommodate new development. The report documents a reasonable relationship between new development and an impact fee for funding these new facilities assets.

The District is a rural fire district located in along Highway 101 in Monterey County between the Cities of Soledad and King City. The District provides a comprehensive range of services including fire suppression, emergency medical services, and fire prevention activities.

As with most local agencies, the District's property tax revenue stream has diminished in terms of real dollars over time since the imposition of Proposition 13 in 1978. Consequently, the District must manage its resources carefully to properly serve the projected influx of new residents and businesses to the region.

The District currently has a fire facility impact fee in place, which was last calculated in 1992. The fee needs to be updated to take into account recent growth projections and the facilities needed to serve the future population.

As new development increases the District's service population, the District may need to transition from what was a primarily volunteer district towards an increasingly career staffed district. Although this report specifically addresses the need for fire facilities and not staffing (or other on-going operational costs), it is important to consider the need for additional fire facilities in the context of the need for space for career personnel (e.g., sleeping quarters). The District's other funding sources will increasingly be needed to address operational needs.

The District's boundaries encompass the entire incorporated City of Greenfield as well as some surrounding unincorporated areas. For development within the City limits, the City of Greenfield will need to adopt this fire facilities impact fee. Per the *Mitigation Fee Act* contained in *Government Code* Section 66000 *et. seq.*, the County rather than the District has legal authority to impose impact fees on the District's unincorporated area. This report provides the necessary documentation for both the Monterey County Board of Supervisors and the City Council of the City of Greenfield to adopt a fire facilities impact fee for imposition within the District boundaries. It also provides a list of statutory findings pertaining to the imposition of the District fees.

FIRE FACILITIES SERVICE POPULATION

The District serves both homes and businesses as well as rural regions in its service area. Need for the District's services and associated facilities is measured by its service population, or the number of residents and workers within its service area. Service population reasonably represents the need for fire facilities because people requesting medical assistance generate the most calls for service. Structural fire suppression is the second most important mission of the fire department after the protection of life.

Table 1 provides estimates of the District's total service population in 2005 and 2025. 2005 is the most recent year for which demographic data for the District was available at the time of this study. Total service population is comprised of residents and employees working within the District.

Table 1: Fire Facilities Service Population

	A	B	C	D = A+(B*C)
	Residents	Workers	Worker Demand Factor ¹	Service Population ²
Existing (2005) ³	15,800	4,000	0.69	18,600
New Development (2005-2025) ⁴	<u>22,000</u>	<u>2,700</u>	<u>0.69</u>	<u>23,800</u>
Total (2025)	37,800	6,700	0.69	42,400

¹ Service population weighting factors based on City of Phoenix service call data weighted by the relative proportions of residential and nonresidential land use in the City, allowing the results of this survey to be applied in other areas.

² Numbers may differ slightly due to rounding.

³ 2005 is the most recent year for which AMBAG demographics were available for the District. These values were used instead of 2006 Department of Finance estimates because they encompass the entire Fire Protection District rather than just the City of Greenfield.

⁴ Based on 2025 estimates for the City of Greenfield prepared by Pacific Municipal Consultants. Assumes the share of population and employment in the District that is outside the incorporated City remains constant.

Sources: City of Greenfield; Association of Monterey Bay Area Governments (AMBAG); City of Phoenix fire service worker demand survey; MuniFinancial.

The estimates of existing residents and jobs within the District are from the Association of Monterey Bay Area Governments (AMBAG). AMBAG recently compiled current and future demographics for the County by Traffic Analysis Zones (TAZ's) for use in long-range planning efforts. The specific estimates for the Greenfield Fire Protection District were generated by AMGAB using a GIS analysis of all TAZ's within the District. Future population and employment are based on projections for the City of Greenfield by Pacific Municipal Consultants. Those projections have been adjusted upward by MuniFinancial to account for development within the District, but outside of the incorporated City. This study assumes that the share of development that is in the unincorporated portion of the District remains constant from 2005 to 2025.

To calculate service population for fire protection facilities, residents are weighted at 1.00. A worker is weighted at 0.69 of one resident to reflect the lower per capita need for fire services associated with businesses. Nonresidential buildings are typically occupied less intensively than dwelling units, so it is reasonable to assume that average per-worker usage of services is less than average per-resident usage.

The specific 0.69 per-worker weighting used here is derived from an extensive study carried out by planning staff in the City of Phoenix. Data from that study is used to calculate a per capita

factor that is independent of land use patterns. Because of the large geographical area covered by this study, it is the best source of data for application to other areas. It is reasonable to assume that relative demand for fire service between residents and workers does not vary substantially on a per capita basis across communities, enabling this data for use in other communities in the documentation of a fire facilities impact fee.

Using this weighting factor, the total existing service population for the District is estimated at about 18,600 as shown in **Table 1**. The projected 2025 service population is substantially larger at 42,400. The increase in service population due to new development is approximately 23,800.

EXISTING FIRE FACILITIES

The District's inventory of existing and planned fire facilities was used as the basis for calculating the District's facility standard. This standard is used to determine new development's fair share obligation for expanded facilities as growth occurs. The District's existing fire protection facilities described in this section currently serve the entire District.

Tables 2 through 4 provide a detailed inventory of the District's stations, existing apparatus and special equipment. The estimated value of the District's inventory is based on unit cost assumptions. Unit costs reflected in Tables 2, 3 and 4 include the following:

- ◆ **Land cost per acre.** Estimated cost per acre provided by the District and confirmed through market research conducted by MuniFinancial.
- ◆ **Buildings.** Estimated replacement costs provided by the District.
- ◆ **Apparatus/Vehicles.** Estimated replacement cost of apparatus, vehicles and equipment carried on apparatus provided by the District.
- ◆ **Special/Equipment.** Estimated replacement costs provided by the District.

Table 2 highlights the District's existing facilities. The District currently serves the entire service area from one fire station located in the City of Greenfield. This station was constructed in 1999. Because the District has not yet paid all financing costs associated with this construction, the remaining debt on the station has been subtracted from the existing facility valuation shown in Table 2.

Table 2: Existing Land and Building Facilities

	Amount	Unit Cost	Total Cost
380 Oak Avenue			
Land	1.26 acres	\$ 300,000	\$ 378,000
Building	7,600 sq. ft.	\$ 226	\$ 1,717,600
Total Existing Stations			\$ 2,095,600
Debt on Station and Land			(471,500)
Net Value Existing Stations			\$ 1,624,100

Source: Greenfield Fire Protection District.

Table 3 illustrates the inventory and estimated value of existing apparatus and vehicle cost estimates including the fire fighting, emergency medical, and communications equipment needed to stock each vehicle. The District also owns two patrol and command vehicles. Like the fire station, one engine, a 2003 Ferrera Inferno, has not yet been fully paid off. The value shown in Table 3 is net of the remaining debt on this vehicle.

Table 3: Existing Apparatus and Equipment Inventory and Valuation

Vehicle Type and Make	Unit ID #	Vehicle ¹	Equipment ¹	Total
<i>Type I Engines</i>				
2003 Ferrera Inferno ²	8414	\$ 187,800	\$ 47,700	\$ 235,500
1977 Ford	8411	25,000	41,900	66,900
1963 Seagrave	8413	25,000	29,300	54,300
1963 Ford	8412	14,000	37,500	51,500
Subtotal, Other Vehicles		\$ 251,800	\$ 156,400	\$ 408,200
<i>Type II Engines</i>				
1996 Firetech	8421	\$ 100,000	\$ 42,900	\$ 142,900
<i>Other Vehicles</i>				
1970 Ford Patrol Vehicle	8451	\$ 8,000	\$ 4,000	\$ 12,000
1991 Chevy Caprice Command Vehicle	8400	10,000	4,700	14,700
Subtotal, Other Vehicles		\$ 18,000	\$ 8,700	\$ 26,700
Total All Vehicles & Equipment		\$ 369,800	\$ 208,000	\$ 577,800

¹ Value based on estimated current replacement value.

² Full replacement value for the vehicle is \$289,500. Value shown represents the amount that has been paid to date.

Source: Greenfield Fire Protection District.

Table 4 provides the inventory of special protective gear, communications equipment, training equipment, and other miscellaneous equipment shared by all stations. Replacement cost estimates were provided by the District for these items.

Table 4: Greenfield Fire Protection District Special Equipment Inventory

Description	Total
Spare Fire Hose	\$ 5,300
Portable Radios (\$600 Each)	9,600
Computers and Office Electronics	3,800
Base Radio Station with Paging Unit	1,200
Turnout Sets, Including Boots, Helmets, etc.	60,000
Backup Generator for Fire Station	12,000
Kitchen Appliances	3,300
Kitchenm Utensils and Pans	200
Station TV and VCR	800
Office Furnishings	2,500
Shop Tools and Equipment	1,200
Air Compressor and Fill Station	16,500
Station Furnishings	1,000
Uniforms	3,500
Traffic Safety Vest	2,000
Total Miscellaneous Equipment	\$ 122,900

Note: All values based on current replacement value. Does not include equipment on engines (see Table 3).

Source: Greenfield Fire Protection District.

Table 5 displays the sum of the estimated value of the District's existing fire facilities, as described in Tables 2, 3, and 4. The District currently owns the equivalent of about \$2.3 million in fire protection facilities, apparatus and equipment to meet the needs of its existing service population.

Table 5: Estimated Total Value of Department Inventory

Description	Value
Stations	\$ 1,624,100
Apparatus	577,800
Other Equipment	122,900
Total	\$ 2,324,800

Sources: Tables 2, 3, and 4.

FIRE FACILITIES TO ACCOMMODATE NEW DEVELOPMENT

Preliminary planning for future fire facilities was also included in the analysis. The purpose of the preliminary facilities planning conducted for this study was to estimate the cost of future facility needs and to estimate if the projected fire impact fee revenues would adequately fund those needs. Presently, the District does not have a master facilities plan, but recognizes that an additional station will be needed in the near future. Should the District, at some time, create a master plan that identifies needed facilities and estimates costs that differ significantly from those estimated here, the impact fee documentation should be updated to reflect the facilities and estimated costs contained in the master plan.

Table 6 documents preliminary planned facilities and planned modifications to existing stations. The District identified fire protection facilities that would be needed to accommodate the magnitude of new residential and commercial development represented by the development projections presented above.

Currently the District anticipates needing one auxiliary fire station to adequately serve new development. The cost assumptions for this station as well as the apparatus and equipment needed to properly equip the station are shown in Table 6. The building construction cost estimate is based on the replacement cost of the existing fire station. The station is projected to have a stick-built office section and metal, prefabricated vehicle bays. No sleeping quarters are planned at this time. The land cost is an estimate based on current market conditions.

The District provided the planned vehicle inventory and the associated cost estimates. All vehicle cost estimates include all associated onboard equipment. The station equipment estimate is based on an extrapolation of the existing special equipment standard of \$7 per capita of service population.

Table 6: Greenfield Fire Protection District Planned Fire System Facilities

	Amount	Unit Cost	Total Cost
<i>Auxiliary Fire Station</i> ¹			
Land	1.50 acres	\$ 300,000	\$ 450,000
Building	7,000 sq. ft.	\$ 226	\$ 1,582,000
<i>Vehicles & Equipment</i> ²			
100-110 Foot Aerial Apparatus			\$ 680,000
Heavy Rescue Unit			350,000
Type 1 Water Tender			175,000
Type 1 Engine	2 units	400,000	800,000
Type 3 Engine			300,000
Subtotal			\$ 2,305,000
<i>Additional Equipment</i> ³			
			\$ 166,600
Subtotal New Facilities			\$ 4,503,600

¹ One additional station will be required to maintain service standards as the service population grows. Firm plans for this station are not yet in place. Estimates are based on a combination metal prefabricated and stick construction method consistent with that of the existing station. Planned station assumed to have equipment bays and office space, but no sleeping areas.

² Includes associated equipment estimated at \$25,000-30,000 per vehicle.

³ Equipment not included on apparatus. Cost is an estimate based on current equipment standard of \$7 per capita of the service population. This standard has been multiplied by the projected service population growth of 23,800.

Sources: Greenfield Fire Protection District; MuniFinancial.

FIRE FACILITY STANDARDS

The fire facilities impact fees calculated in this report are based on a system plan facilities standard approach. The system plan standard incorporates all existing and projected new development, and all existing and planned facilities designed to serve that development (see **Table 6**). The system plan facilities standard represents the average per capita cost of all facilities to serve the projected service population in 2025. Using this per capita standard as a basis for the impact fee ensures an equitable distribution of total system costs between existing and new development. The District's facilities standard (calculated on a cost per capita basis) is shown in **Table 7**. The facility standard is shown separately for residents and workers because their respective demand for services is weighted differently (see service population discussion).

Table 7: Master Plan Fire Facilities Standard

Existing Fire Facilities	\$	2,324,800
Planned Fire Facilities		<u>4,503,600</u>
Total Fire Facilities	\$	6,828,400
Projected 2025 Service Population		<u>42,400</u>
Facility Standard per Capita	\$	161
Cost per Resident	\$	161
Cost per Worker ¹		111

¹ Worker weighting factor of 0.69 applied to cost per resident.

Sources: Tables 1, 5, 6; MuniFinancial.

The District's fire facilities impact fees could also have been calculated based using an existing inventory facilities standard approach. This method is based on the existing facilities – or the investment in facilities summarized in Table 5 - per existing service population. The existing inventory approach yields a lower facility standard per capita (\$130)¹ than the system plan facility approach (\$161). Hence, the District's planned facilities will effectively increase its facility standards. This is acceptable as long as new development is not required to contribute more than its fair share of the planned facilities. The District also has to have enough alternative sources of funding for existing development's share of these planned facilities (see alternative funding sources section).

The allocation of costs for planned facilities to new development within the District is shown in **Table 8**. The bottom line of **Table 8** shows that to complete future facilities as currently planned there is a need for \$671,800 in revenue from non-fee (and/or previously collected impact fee) sources. This revenue requirement amounts to about 18 percent of planned facilities and represents the cost of planned facilities to increase facility standards for existing development. If the District does not make this level of investment in addition to future impact fee revenue, then the planned facility standard will not be realized and new development would have paid too high a fee.

Also shown in Table 8 is the existing balance of \$92,000 from prior impact fee collections. This money may be used to pay part of existing development's fair share of planned facility costs. The amount of additional revenue needed, then, is effectively reduced to \$579,800 when this additional component is considered.

¹ Estimated value of exiting inventory (\$2,324,800 from Table 5), plus the existing balance of impact fee funds (\$92,000) divided by existing service population (18,600 from Table 1) equals \$130 per capita.

Table 8: Projected Impact Fee Revenue

Total Cost of Planned Facilities	\$ 4,503,600
Value of Facility Standards per Capita	\$ 161
Service Population Growth Within District (2005-2025)	<u>23,800</u>
Total Projected Fire Facilities Impact Fee Revenue	\$ 3,831,800
Fee Funding Surplus/(Deficit)	\$ (671,800)
Existing Impact Fee Fund Balance	<u>92,000</u>
Non-Impact Fee Revenue Needed	\$ (579,800)

Sources: Tables 1, 6, and 7; Greenfield Fire Protection District; MuniFinancial.

ALTERNATIVE FUNDING SOURCES

The District does not anticipate developing any other on-going sources of revenue for capital facilities besides impact fees and existing General Fund revenue. General Fund revenue is derived from the District's share of the constitutionally imposed one percent property tax rate. Any new or increased special tax would require two-thirds voter approval. Any new or increased assessment would require a majority property owner approval. Any new or increased property-related charge or fee would require a majority voter approval.

The District recognizes that non-fee revenues will be needed to fund a portion of the planned facility costs. The District has already begun taking steps to designate alternative funds from other sources in its annual budgeting process.

FEE SCHEDULE

Table 9 shows the fire facilities impact fee for new development throughout the District based on the facilities cost per capita shown in Table 7. The cost per capita is converted to a fee per square foot of development based on dwelling unit and building space densities (persons per dwelling unit and workers per 1,000 square feet of building space). The estimate of residential densities is based on data for the City of Greenfield from the California State Department of Finance. Though the District also encompasses some unincorporated areas, the use of this value is reasonable because the vast majority of development is likely to be located within the City. Employment densities are from a 2001 study by The Natelson Group commissioned by the Southern California Association of Governments. The residential fee per square foot was calculated based on the average unit size of units recently being constructed in the District.

A two percent administrative charge, which will be retained by the District, is included to cover expenses associated with documenting, collecting and accounting for the fee. The fee does not include any charge for any of the District's other (non-fee related) administrative costs.

Table 9: Fire Facilities Impact Fee

Land Use	Costs per Capita	Density ¹	Cost/HU or Cost/1000 SF	Admin. Costs ²	Total Fee ³	Fee Per Square Foot ⁴
<i>Residential</i>	\$ 161	4.53	\$ 729	\$ 15	\$ 743	\$ 0.41
<i>Nonresidential</i>						
Commercial	\$ 111	3.75	\$ 416	\$ 8	\$ 425	\$ 0.42
Office	111	1.29	143	3	146	0.15
Industrial	111	1.15	128	3	130	0.13

¹ Persons per dwelling unit for residential land uses and employee per 1,000 square feet for nonresidential land uses. Densities include adjustment for vacancy.

² Estimated at two percent of the total fee for district costs such as fee studies, collection, accounting, and annual reporting required by *Calif. Govt. Code* Section 66000 et seq.

³ Per residential dwelling unit or per 1,000 square feet of nonresidential construction.

⁴ Based on average size of 1,800 square feet for new units in the City of Greenfield.

Sources: United States Census Bureau, Census 2000, Tables H31, H32 and H33; Table 7; Natelson 2001 Employment Density Study prepared for Southern California Association of Governments. Values used are for developing suburban regions (San Bernardino County); City of Greenfield, Planning Department; MuniFinancial.

PROGRAM IMPLEMENTATION

The fire facilities impact fee would be collected at time of building permit issuance. Because the District does not have the statutory authority to adopt a fee, it must rely on the County Board of Supervisors and the Greenfield City Council for the authority. In addition, to implement the fee the District, in cooperation with the City and the County, should:

- Seek to acquire the necessary property for new stations through purchase or dedication and maintain an updated master plan indicating fire facility standards and the types of facilities anticipated to accommodate growth;
- Identify funding sources to complement impact fee revenues to fully fund planned facilities;
- Maintain an annual Capital Improvement Program budget or another accounting mechanism to indicate where fees are being expended to accommodate growth;
- Maintain records on use of the administrative charge to justify the amount;
- Comply with the annual and five-year reporting requirements of *Government Code* Section 66001 and 66006; and
- Identify appropriate inflation indexes in the fee ordinance and allow an automatic inflation adjustment to the fee annually.

For inflation indexes, the District may wish to rely on the cost of living index used by the City of Greenfield for fee inflation. Typically, an inflation index can be based on the District's recent capital project experience or from any reputable published source, such as the Consumer Price Index or the *Engineering News Record*.

The District may also elect use separate indexes for land and construction. Calculating the land

index may require use of a property appraiser every several years. To calculate the fee increase, total planned facility costs represented by land or construction, as appropriate, should weight each index.

MITIGATION FEE ACT FINDINGS

To guide the widespread imposition of development impact fees, the State Legislature adopted the *Mitigation Fee Act* (the *Act*) with Assembly Bill 1600 in 1988 and subsequent amendments. The *Act* is contained in *California Government Code* Section 66000 *et seq.* and establishes requirements for the imposition and administration of impact fee programs. The *Act* became law in January 1988 and requires local governments to document the five findings explained in the sections below when adopting an impact fee. For the fire facilities impact fee to be adopted by the City of Greenfield (City) and County of Monterey (County) on behalf of the Greenfield Fire Protection District, the findings are summarized here and supported in detail by the report that follows. All statutory references are to the *Act*.

PURPOSE OF FEE

For the first finding the City and County must:

Identify the purpose of the fee. (§66001(a)(1))

The growth management element of the *Greenfield 2005 General Plan* indicates that the City wishes to ensure that new development pays for its fair share of fire protection facilities through the imposition of fire facilities impact fees. The purpose of the Greenfield Fire Protection District fire facilities impact fee is to implement this policy by providing a funding source from new development for capital improvements to serve that development. The fee advances a legitimate interest of the City and County by assuring that new development within the County is provided with adequate fire protection facilities and services.

USE OF FEE REVENUES

For the second finding the City and County must:

Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged. (§66001(a)(2))

The fire facilities impact fee will fund expanded facilities to serve new development. All planned facilities will be located within the Greenfield Fire Protection District boundaries:

- Land for fire station and other related structures;
- Fire stations including furniture and other equipment;
- Fire apparatus including equipped engines and other vehicles;
- Medical response, hazardous materials, training, and other specialized fire fighting equipment.
- Potential financing costs associated with the above.

Planned fire facilities are preliminarily identified in this report. Additional planning may be provided in the District's master plan and annual budgets. This report provides a preliminary description and cost estimate for planned facilities. Other planning documents may provide additional details and proposed timing for construction/acquisition of the facility.

BENEFIT RELATIONSHIP

For the third finding the City and County must:

Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. (§66001(a)(3))

The District will restrict fee revenues to the acquisition of land, construction of public buildings, and purchase of related equipment, furnishings, vehicles, and services that will serve new development and the additional residents and workers associated with that new development as part of a district-wide network of fire protection facilities and services. Thus, there is a reasonable relationship between the use of fee revenues and the residential and nonresidential types of new development that will pay the fee.

BURDEN RELATIONSHIP

For the fourth finding the City and County must:

Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed. (§66001(a)(4))

Service population provides an indicator of the demand for the facilities needed to accommodate growth. Service population is calculated based on residents associated with residential development and employment associated with nonresidential development. To calculate a single per capita standard, one worker is weighted less than one resident based on an analysis of the relative demand for fire facilities by land use type.

The need for the fee is based on the facility standards identified in this report and the growth in district-wide service population projected through 2025. Facilities standards represent the level of service that the District plans to provide its residents and businesses in 2025. Standards are based on the District's total existing and planned facilities allocated across the District's total service population in 2025.

See the *Fire Facilities Service Population* section, for a description of how service population and growth projections are calculated. Facility standards are described in the *Fire Facility Standards* section.

PROPORTIONALITY

For the fifth finding the City and County must:

Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed. (§66001(b))

This reasonable relationship between the fire facility impact fee for a specific development project and the cost of the facilities attributable to that project is based on the estimated size of the service population that the project will accommodate. The total fee for a specific project is based on its size as measured by dwelling units or building square feet. The fee schedule

converts the estimated service population that a development project will accommodate into a fee based on the size of the project. Larger projects of a certain land use type will have a higher service population and pay a higher fee than smaller projects of the same land use type. Thus, the fee schedule ensures a reasonable relationship between the public facility fee for a specific development project and the cost of the facilities attributable to that project.

See the *Fee Schedule* section for a description of how service population is determined for different types of land uses. The *Fee Schedule* section also presents the fire facilities impact fee schedule.



July 26, 2013

Mr. Paul Mugan, Interim Deputy City Manager
City of Greenfield
559 El Camino Real
Greenfield, CA 93927

Dear Mr. Mugan:

Subject: Other Funds and Accounts Due Diligence Review

The City of Greenfield Successor Agency (Agency) submitted an oversight board approved Other Funds and Accounts (OFA) Due Diligence Review (DDR) to the California Department of Finance (Finance) on May 13, 2013. The purpose of the review was to determine the amount of cash and cash equivalents available for distribution to the affected taxing entities. Since the Agency did not meet the January 15, 2013 submittal deadline pursuant to HSC section 34179.6 (c), Finance is not bound to completing its review and making a determination by the April 1, 2013 deadline pursuant to HSC section 34179.6 (d). However, Finance has completed its review of your DDR, which may have included obtaining clarification for various items.

HSC section 34179.6 (d) authorizes Finance to adjust the DDR's stated balance of OFA available for distribution to the taxing entities. Based on our review of your DDR, the following adjustments were made:

- Transfers totaling \$2,761,783 are not allowed. The Agency transferred \$2,291,783 to the City of Greenfield (City) for unapproved items. While the Agency contends the funds transferred were bond proceeds, during the OFA review, the Agency was unable to provide sufficient documentation to support the transfers had originated from bond proceeds. Although information provided indicates the funds were used for the Greenfield Civic Center project, the Agency has not requested funding for this project on Recognized Obligation Payment Schedules (ROPS). Additionally, though a portion of the project was listed in the covenants for the 2006 bond issuance, the contract was executed between the City and Wysong Construction Company. The former redevelopment agency was neither a party to the contract nor responsible for payment of the contract. Therefore, the OFA available balance has been adjusted by \$2,291,783.

In addition, the Agency transferred \$470,000 in bond proceeds to the City to create a new Economic Recovery Fund. Although the Agency states the funds were consolidated back into the debt service fund, the Agency has not provided sufficient documentation to support the transfer of funds back to the Agency. Improper transfers should be reversed, and the Agency should recover the bond proceeds. For DDR purposes, however, the disallowed transfer of \$470,000 in bond proceeds will not affect the balance available for distribution to the taxing entities.

- The request to restrict assets in the amount of \$7,931,389 has been adjusted by \$2,063,459. Although HSC section 34179.5 (c) (5) (B) allows assets to be retained if legally restricted, the Agency has not provided sufficient documentation to support the legal restriction for the \$2,063,459.
- The Agency's request to retain \$1,001,261 in current unencumbered OFA balances to cover ROPS items has been adjusted by \$292,745. The Agency has not adequately proven there will be insufficient property tax revenues to pay for these obligations. HSC section 34179.5 (c) (5) (D) requires an extensive analysis before retention of current unencumbered balances can be contemplated. This includes but is not limited to, providing a detail of the projected property tax revenues and other general purpose revenues to be received by the Agency, together with both the amount and timing of the bond debt service payments, for the period in which the oversight board anticipates the Agency will have insufficient property tax revenue to pay the specified obligations.

It is not evident the thorough analysis required by HSC section 34179.5 (c) (5) (D) was conducted. Further, it is not evident that future property tax revenue will be insufficient or that there is an immediate need to retain these balances.

Should a deficit occur in the future, HSC provides successor agencies with various methods to address short term cash flow issues. These may include requesting a loan from the city pursuant to HSC section 34173 (h), or subordinating pass-through payments pursuant to HSC section 34183 (b). The Agency should seek counsel from their oversight board to determine the solution most appropriate for their situation if a deficiency were to occur.

If you disagree with Finance's adjusted amount of OFA balances available for distribution to the taxing entities, you may request a Meet and Confer within five business days of the date of this letter. The Meet and Confer process and guidelines are available at Finance's website below:

http://www.dof.ca.gov/redevelopment/meet_and_confer/

The Agency's OFA balance available for distribution to the affected taxing entities is \$4,647,987 (see table below).

OFA Balances Available For Distribution To Taxing Entities	
Available Balance per DDR:	\$ -
Finance Adjustments	
Add:	
Disallowed transfers	\$ 2,291,783
Requested restricted balance not supported	2,063,459
Requested retained balance not supported	292,745
Total OFA available to be distributed:	\$ 4,647,987

Absent a Meet and Confer request, HSC section 34179.6 (f) requires successor agencies to transmit to the county auditor-controller the amount of funds identified in the above table within five working days, plus any interest those sums accumulated while in the possession of the recipient. Upon submission of payment, please provide proof of payment to Finance within five business days.

If funds identified for transmission are in the possession of the successor agency, and if the successor agency is operated by the city or county that created the former redevelopment agency, then failure to transmit the identified funds may result in offsets to the city's or the county's sales and use tax allocation, as well as its property tax allocation. If funds identified for transmission are in the possession of another taxing entity, the successor agency is required to take diligent efforts to recover such funds. A failure to recover and remit those funds may result in offsets to the other taxing entity's sales and use tax allocation or to its property tax allocation. If funds identified for transmission are in the possession of a private entity, HSC 34179.6 (h) (1) (B) states that any remittance related to unallowable transfers to a private party may also be subject to a 10 percent penalty if not remitted within 60 days.

Failure to transmit the identified funds will also prevent the Agency from being able to receive a finding of completion from Finance. Without a finding of completion, the Agency will be unable to take advantage of the provisions detailed in HSC section 34191.4. Specifically, these provisions allow certain loan agreements between the former redevelopment agency (RDA) and the city, county, or city and county that created the RDA to be considered enforceable obligations. These provisions also allow certain bond proceeds to be used for the purposes in which they were sold and allows for the transfer of real property and interests into the Community Redevelopment Property Trust Fund once Finance approves the Agency's long-range property management plan.

In addition to the consequences above, willful failure to return assets that were deemed an unallowable transfer or failure to remit the funds identified above could expose certain individuals to criminal penalties under existing law.

Pursuant to HSC section 34167.5 and 34178.8, the California State Controller's Office (Controller) has the authority to claw back assets that were inappropriately transferred to the city, county, or any other public agency. Determinations outlined in this letter do not in any way eliminate the Controller's authority.

Please direct inquiries to Nichelle Thomas, Supervisor or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,



STEVE SZALAY
Local Government Consultant

cc: Ms. Susan Stanton, City Manager
Ms. Julie Aguero, Auditor Controller Analyst II, Monterey County
California State Controller's Office



August 30, 2013

Mr. Paul Mugan, Interim Deputy City Manager
City of Greenfield
559 El Camino Real
Greenfield, CA 93927

Dear Mr. Mugan:

Subject: Other Funds and Accounts Due Diligence Review

This letter supersedes the California Department of Finance's (Finance) original Other Funds and Accounts (OFA) Due Diligence Review (DDR) determination letter dated July 26, 2013. Pursuant to Health and Safety Code (HSC) section 34179.6 (c), the City of Greenfield Successor Agency (Agency) submitted an oversight board approved OFA DDR to Finance on May 13, 2013. The purpose of the review was to determine the amount of cash and cash equivalents available for distribution to the affected taxing entities. Since the Agency did not meet the January 15, 2013 submittal deadline pursuant to HSC section 34179.6 (c), Finance was not bound to complete its review and make a determination by the April 1, 2013 deadline pursuant to HSC section 34179.6 (d). Finance issued an OFA DDR determination letter on July 26, 2013. Subsequently, the Agency requested a Meet and Confer session on one or more items adjusted by Finance. The Meet and Confer session was held on August 20, 2013.

Based on a review of additional information and documentation provided to Finance during the Meet and Confer process, Finance has completed its review of those specific items being disputed. Specifically, the following adjustments were made:

- The Agency transferred bond proceeds totaling \$2,291,783 (\$1,400,000 + \$891,753 in 2011 and 2012, respectively) to the City of Greenfield (City) for the Greenfield Civic Center project (Project). Based on our review during the Meet and Confer, the Agency was able to support that the amount represents bond proceeds that should be restricted. For DDR purposes, the improper transfer of bond proceeds will not affect the amount available for distribution to the affected taxing entities. As such, the previous adjustment to the OFA balance is no longer necessary.

Finance initially adjusted the OFA balance as the Agency was not able to show that the transfer was made pursuant to an enforceable obligation or that the amount represents restricted bond proceeds. Our review indicates the Project was not listed on any Recognized Obligation Payment Schedule (ROPS) and the contract for services provided is between the City and a third party. The Agency is neither a party to the agreement nor responsible for payment; therefore, the transfer of funds was not made pursuant to an enforceable obligation and is not permitted.

For purposes of the DDR, HSC section 34179.5 (c) (2) states the dollar value of assets and cash transferred by the former redevelopment agency or successor agency to the city, county, or city and county that formed the former RDA between January 1, 2011 through June 30, 2012 must be evidenced by documentation of the enforceable obligation that required the transfer. HSC section 34179.5 states enforceable obligation includes any of the items listed in subdivision (d) of section 34171, contracts detailing specific work that were entered into by the former redevelopment agency prior to June 28, 2011 with a third party other than the city, county, or city and county that created the former RDA. HSC section 34171 (d) (2) states enforceable obligation does not include any agreements, contracts, or arrangements between the city that created the RDA and the former RDA.

Finance notes the improper transfer should be reversed and the Agency should recover the transferred bond proceeds. Pursuant to HSC section 34191.4 (c), successor agencies that have been issued a Finding of Completion by Finance will be allowed to use excess proceeds from bonds issued prior to December 31, 2010 for the purposes for which the bonds were issued.

- The Agency transferred \$470,000 in bond proceeds to the City to create a new Economic Recovery Fund. The Agency claims the funds were consolidated back into the debt service fund on February 1, 2012 when the former redevelopment funds were closed and collapsed into the new Successor Agency funds. The Agency provided adequate documentation that these bond funds were transferred back to the Agency; therefore, Finance no longer believes the funds were transferred to the City.
- The request to restrict assets in the amount of \$7,931,389 had been adjusted by \$2,063,459. Finance no longer believes this adjustment is necessary. Finance previously determined that the restricted funds claimed included 2002 and 2006 Tax Allocation Bond proceeds on deposit with the fiscal agent totaling \$5,865,977. The remaining \$2,063,459, representing the amount previously adjusted, is cash with the Agency. The Agency provided adequate documentation supporting the balance of the Capital Improvement Project Fund consists of only bond proceeds. Therefore, Finance has determined that the balance of the Capital Improvements Fund, \$2,063,459, is restricted.
- The Agency's request to retain the remaining \$1,001,261 in OFA balances to satisfy ROPS items was previously adjusted by \$292,745. Finance no longer believes this adjustment is needed. Specifically, our review indicates the following:
 - For the July through December ROPS period (ROPS II), the Agency was approved to spend \$892,516; however, the County Auditor Controller (CAC) only distributed \$708,517. The Agency will be permitted to retain the amount actually spent up to the amount approved by Finance. According to the Prior Period Reconciliation tab in the July through December 2013 ROPS period, the Agency expended \$724,093. Because these funds were included in the June 30, 2012 balance, the Agency will be permitted to retain \$724,093 to satisfy ROPS II enforceable obligations.
 - For the January through June 2013 period (ROPS III), the Agency was approved to expend \$1,367,450 for enforceable obligations. However, the CAC only distributed \$1,013,538. Therefore, the Agency will be permitted to retain the remaining OFA balances to satisfy all approved ROPS III enforceable obligations.

Finance notes that HSC section 34177 (a) (3) states that only those payments listed in the approved ROPS may be made from the funding source specified in the ROPS. However, HSC section 34177 (a) (4) goes on to state that with prior approval from the oversight board, the successor agency can make payments for enforceable obligations from sources other than those listed in the ROPS. In the future, the Agency should obtain prior oversight board approval when making payments for enforceable obligations from a funding source other than those approved by Finance.

Should a deficit occur in the future, HSC provides successor agencies with various methods to address short term cash flow issues. These may include requesting a loan from the city pursuant to HSC section 34173 (h), or subordinating pass-through payments pursuant to HSC section 34183 (b). The Agency should seek counsel from their oversight board to determine the solution most appropriate for their situation if a deficiency were to occur.

The Agency's OFA balance available for distribution to the affected taxing entities has been revised to \$0, as reported on the DDR.

Pursuant to HSC sections 34167.5 and 34178.8, the California State Controller's Office (Controller) has the authority to claw back assets that were inappropriately transferred to the city, county, or any other public agency. Determinations outlined in this letter do not in any way eliminate the Controller's authority.

Please direct inquiries to Evelyn Suess, Dispute Resolution Supervisor, or Danielle Brandon, Analyst, at (916) 445-1546.

Sincerely,



STEVE SZALAY

Local Government Consultant

cc: Ms. Susan Stanton, City Manager
Ms. Julie Aguero, Auditor Controller Analyst II, Monterey County
California State Controller's Office