

# Tri-City Park Authority Agenda

Monday, July 30, 2012  
5:00 p.m.

## Regular Meeting

### Authority Board Members

**Steve Drinovsky**  
City of Placentia

**Chris Emeterio**  
City of Brea

**Hugo Curiel**  
City of Fullerton

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**Stephen Pischel**  
Executive Director

**City of Placentia**  
401 E Chapman Avenue  
City of Placentia, CA 92870

**Community Services  
Department**  
Phone: (714) 993-8184  
Fax: (714) 961-0283  
Website: [www.placentia.org](http://www.placentia.org)

### Procedures for Addressing the Tri-City Park Authority

Any person who wishes to speak regarding an item on the agenda or on a subject within the Authority's jurisdiction during the "Oral Communications" portion of the agenda should fill out a "Speaker Request Form" and give it to the recording secretary BEFORE that portion of the agenda is called.

The Tri-City Park Authority encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, Tri-City Park Authority discourages clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE AUTHORITY IS IN SESSION.

### Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Community Services Department at (714) 993-8184. Notification 48 hours prior to the meeting will generally enable City staff to make reasonable arrangements to ensure accessibility.  
(28 CFR 35.102.35.104 ADA Title II)

Copies of all agenda materials are available for public review in the Office of the City Clerk of the City of Placentia. Persons who have questions concerning any agenda item may call the Community Services Department, (714) 993-8184, to make inquiry concerning the nature of the item described on the agenda.

In compliance with Senate Bill 343, any writings or documents provided to a majority of the Tri-City Park Authority regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

# Tri-City Park Authority Meeting

July 30, 2012 – 5:00 p.m.

## REGULAR MEETING

Placentia City Hall

### MEETING CALLED TO ORDER

**ROLL CALL:** Steve Drinovsky, Placentia  
Chris Emeterio, Brea  
Hugo Curiel, Fullerton

### PLEDGE OF ALLEGIANCE

### TRI-CITY PARK AUTHORITY AGENDA

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1. **APPROVAL OF MINUTES** – January 18, 2012
2. **CONSIDERATION AND APPROVAL OF AGREEMENTS BETWEEN TRI-CITY PARK AUTHORITY MEMBER AGENCIES AND THE COUNTY OF ORANGE FOR PROPERTY TRANSFER.**
  - a) **Overview of Agreements**
  - b) **Oral Communication**
  - c) **Conveyance & Implementation Agreement – Tri-City Park**
  - d) **Cooperative Agreement Regarding Tri-City Park**
3. **AUTHORITY MEMBERS/STAFF COMMENTS**
4. **AGENDA BUILDING AND MEETING SCHEDULE**  
Tri-City Park Authority to review agenda items and schedule upcoming meetings.

**ADJOURNMENT to August 16, 2012**

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### CERTIFICATION OF POSTING

I, Maria Elena Maurer, Recording Secretary of the Tri-City Park Authority, hereby certify that the Agenda for the **JULY 30, 2012** meeting of the Tri-City Park Authority was posted on July 25, 2012.

  
Maria Elena Maurer, Recording Secretary  
Tri-City Park Authority

MINUTES - TRI-CITY PARK AUTHORITY MEETING  
WEDNESDAY, JANUARY 18, 2012 – 1:30 P.M.  
PLACENTIA CITY HALL

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Meeting called to order at 1:41 p.m.

**ROLL CALL**

Members Present: Jon Nicks, Placentia  
Chris Emeterio, Brea  
Hugo Curiel, Fullerton

Staff Members:  
Steve Pischel, Placentia  
Joel Cardenas, Placentia  
Maria Elena Maurer - Placentia  
Sean Matlock – Brea  
Penny Loomer - Fullerton

Public Present: Betty & Greg Gellaspy, 4455 Via De La Plaza, Yorba Linda  
Andrea McDonald, 17771 Cowan, Suite 200, Irvine  
Natalie Sarle, 2501 S. Pullman St., Santa Ana

**PLEDGE OF ALLEGIANCE** - Chris Emeterio led in the Pledge of Allegiance.

**ORAL COMMUNICATIONS** --

1. **APPROVAL OF MINUTES – September 13, 2011**

**MOTION** by Hugo Curiel to **APPROVE** the Minutes of September 13, 2011 as submitted; **SECOND** by Chris Emeterio and **CARRIED** by a **3-0 VOICE VOTE**.

2. **REQUEST FOR TCP AUTHORITY APPROVAL FOR VIETNAM VETERANS MEMORIAL WALL EXHIBIT IN TRI-CITY PARK -**

Staff Pischel stated that a meeting had taken place with Mr. Gellaspy and the Placentia Mayor to bring the Memorial Wall to Placentia. It was agreed that the best place for this exhibit would be Tri-City Park.

Mr. Gellaspy provided an overview and information about the Vietnam Veterans Memorial Wall. Some of the comments included: Tri-City Park is the perfect location and backdrop for this exhibit; this Wall has helped many veterans bring closure; the Wall is insured by Washington, D.C. and insurance will be provided; the Wall is 250' long and is half-scale replica of the wall in Washington D.C.; the north-west corner of the park is higher and overlooks the lake providing the best backdrop for the Wall; the local families of those whose name is on the Wall will be contacted; the Wall will be displayed from March 12-17, 2012 and security will be provided; the Wall and Education Center are part of the exhibit and the Wall

will be escorted to the park as it exits the freeway on Imperial Highway - Brea Police Department has agreed to escort the wall.

Authority members agreed that any related expenses that will be incurred by the City of Placentia to hold this event at Tri-City Park, would need to be reimbursed by the Vietnam Veterans Memorial Fund. Insurance coverage will also be required for both the Authority and the City of Placentia.

**MOTION** by Hugo Curiel to approve the Vietnam Veterans Wall exhibit at Tri-City Park; **SECOND** by Chris Emeterio and **CARRIED** by a **3-0 VOICE VOTE**.

3. **REQUEST FOR TRI-CITY PARK AUTHORITY APPROVAL OF UPCOMING EVENTS SCHEDULED FOR TRI-CITY PARK-**

Staff Pischel clarified that one of the requests on this item is from Orange County Head Start and not from the Orange County Health Care Agency.

Alzheimer's Association Walk Coordinator, Andrea McDonald, provided an overview of the proposed fundraising Walk to End Alzheimer's scheduled on either June 2 or June 9, 2012 at Tri-City Park. The walk is hoping to engage 800-1000 walkers and will include exhibitors, D.J. music, and awards. Set up for the walk is typically done the night before so that the registration can start promptly at 7:30 a.m. Staff and volunteers clean up and they are gone by 2:00 p.m.

Staff Pischel expressed some concerns regarding parking for 1000 participants and stated that sports groups would be using the fields at Tuffree Middle School/Tuffree Park for games and this area would not be available for additional parking. Typical rental of the shelters during the event would also be impacted. Additional overflow parking that is created during Concerts in the Park can be provided accommodating about 300 additional cars, but it would create staff costs.

Chris Emeterio asked Ms. McDonald if the Alzheimer's Association would be willing to cover staff costs and pay the fees for shelter use. Ms. McDonald responded that the Association could cover these costs although they are a non-profit and would prefer to minimize costs.

**MOTION** by Hugo Curiel to approve the Alzheimer's Association Walk scheduled at Tri-City Park including Staff costs; **SECOND** by Chris Emeterio and **CARRIED** by a **3-0 VOICE VOTE**.

Head Start representative, Natalie Sarle, explained that their proposed Family Event is hoping to reach the North County families. This type of event has been held in Santa Ana, Anaheim, Garden Grove, and Fountain Valley in previous years. The event is scheduled on Saturday, April 21, 2012 from 12:00 – 4:00 p.m. and includes one food vendor and about 100 booths that provide resource information to the families. The event is run by volunteers and does not require City assistance.

Steve Pischel indicated that staff can meet with Orange County Head Start to work on the logistics, parking and to determine staff costs for this type of event.

**MOTION** by Hugo Curiel to approve the Family Festival event proposed at Tri-City Park by Orange County Head Start pending agreement to cover staff costs; **SECOND** by Chris Emeterio and **CARRIED** by a **3-0 VOICE VOTE**.

4. **TRI-CITY PARK – COUNTY OF ORANGE REGIONAL PARK SYSTEM CONSIDERATION**

Staff Pischel stated that based on previous discussion with the County regarding possible transfer of Tri-City Park to the Regional Park System, Staff is looking for direction from the Authority to work directly with the County on “deal points” to consider i.e., maintaining the same type of events held at the park like Heritage Festival, Concerts in the Park, issues with parking and becoming accustomed to not paying for parking. Hugo Curiel added that it would be important for the County to consider the improvements the community would like to see as outlined in the Master Plan.

Another point to consider is the \$350,000 in fund balance; if each city should take their portion back. Staff Pischel added that Supervisor Nelson has a strong desire to incorporate Tri-City Park into the Regional Park System and feels it is in the best interest of the County and the community. Staff Pischel added that O.C. Parks Director, Mark Denny, was interested in meeting with the Authority to prepare the “deal points” next week to initiate this discussion.

**MOTION** by Hugo Curiel to authorize Staff to prepare/solicit “deal points” from all three cities and take those forward with the County for discussion of property transfer of Tri-City Park; **SECOND** by Chris Emeterio and **CARRIED** by a **3-0 VOICE VOTE**.

5. **AUTHORITY MEMBERS/STAFF COMMENTS-** Staff Pischel indicated that financial information will be required from Lee Squire including Treasurer’s Report and Budget Updates.

6. **AGENDA BUILDING AND MEETING SCHEDULE** – Items for the next Authority meeting may include: Follow up and update with the County, Evaluate the maximum number of participants in any given special event request, Treasurer’s Report, Placentia Public Works operations/maintenance update and update on the picnic shelters use.

**ADJOURNMENT**

There being no further business, a **MOTION** by Hugo Curiel to adjourn to the next Tri-City Park Authority Meeting; **SECOND** by Jon Nicks. **MOTION CARRIED 3-0**. The meeting was adjourned at 3:12 p.m.

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Maria Elena Maurer, Recording Secretary  
Tri-City Park Authority

**TRI-CITY PARK AUTHORITY**  
**MONDAY, JULY 30, 2012**

**Consideration and Approval of Agreements between Tri-City Park Authority Member Agencies and the County of Orange for Property Transfer.**

The following are summaries and key points from each of the agreements.

**Conveyance and Implementation Agreement Summary**

- Authority shall convey Park to County by means of Grant Deed
- Authority shall transfer \$500,000 to County for implementation of Park capital improvements
- As expeditiously as possible, County shall endeavor to implement the improvements using the \$500,000 transferred by the Authority to the County and, as necessary, County funds.
- For three (3) years after execution of this Agreement, Authority and County shall meet annually in December to review progress on implementation of the Park capital improvements.
  - Exhibit D lists priority capital projects including park irrigation system, lake improvements, picnic shelters, signage, lighting, circulation, public roads, parking lots, and a new Class 1 Bikeway.
- Authority, at its cost, shall prepare the legal description of the Park necessary for the conveyance of the Park to County.
- Authority at its cost, shall prepare a Phase I Hazardous Materials Assessment for the Park
- Authority will be responsible for closing costs including taxes, insurance premiums, recording fees, document transfer tax, legal fees, and preparation of exhibits.
- Authority and County shall cooperate to facilitate park transfer on or before December 31, 2012

**Cooperative Agreement Summary**

- City shall provide County with an inventory of equipment and supplies that will remain in the park including operations manuals, training manuals, and warranties.
- City shall provide County with copies of all current service contracts for the park. All current service contracts will be terminated prior to County assumption of park operations.
- City shall provide information and training on the operation and maintenance of Park mechanical systems including irrigation systems, lake aeration, and lake filtration systems
- County shall install Pay-and-Display parking ticket dispensing machines.
  - For the first three (3) years from the effective date of this Agreement, County shall not actively enforce the County's Pay-and-Display parking regulations.
  - County shall enforce other parking infractions such as not parking in a designated parking space, unauthorized parking on turf areas or misuse of designated handicapped parking spaces.
- County shall include the Park's picnic shelters in the County's on-line reservation system.
- Each Authority City shall obtain a no-fee OC Parks Permit for events conducted at the Park including, but not limited to Concerts in the Park and the Heritage Festival

Agreement No. OCP12-011  
Tri-City Park

**CONVEYANCE & IMPLEMENTATION AGREEMENT  
TRI-CITY PARK**

This CONVEYANCE & IMPLEMENTATION AGREEMENT ("**Agreement**") is made as of \_\_\_\_\_, 2012, by and between THE TRI-CITY PARK AUTHORITY ("**Authority**"), and the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**"). Authority and County are sometimes herein referred to individually as a "**Party**" and collectively as the "**Parties.**"

**RECITALS**

WHEREAS, Authority owns, maintains and operates Tri-City Park ("**Park**"), located within the City of Placentia. The Authority is comprised of the Cities of Placentia, Fullerton and Brea. The Park is approximately 40-acres and is depicted on **Exhibit A** and includes a seven-acre lake and serves the residents of the Authority Cities and the residents of Orange County.

WHEREAS, Authority was established in 1974 by a Joint Exercise of Powers Agreement among the Cities of Placentia, Fullerton and Brea ("**Authority Cities**") as the "Lake Placentia Park Authority" and is currently functioning under a subsequent Joint Exercise of Powers Agreement approved by the Authority Cities in 1998 that established the Tri-City Park Authority.

WHEREAS, County was involved in the original development of the Park when the regional park system was operated under the auspices of the Orange County Harbors, Beaches, and Parks District.

WHEREAS, in 1974, County provided \$500,000 for park acquisition and design and, in 1979, through Agreement No. D-78-173 provided \$350,000 for construction of park improvements. Agreement No. D-78-173 specifies that the Authority is required to operate the park in a "clean and safe manner" in perpetuity.

WHEREAS, since 1897, County has owned, maintained and operated regional parks and, since the 1970s, has owned, maintained and operated five (5) regional parks in North Orange County, including two (2) parks, Ted Craig and Carbon Canyon, which are in the vicinity of the Park.

WHEREAS, County has consistently maintained and operated its regional parks to high standards.

WHEREAS, Authority seeks to convey the Park to County to be incorporated into the County's regional park system to ensure the Park will be maintained and operated to the same high standards of the regional park system.

WHEREAS, Authority will provide \$500,000 to County to fund Park capital improvements to be implemented by County.

NOW, THEREFORE, Authority and County hereby acknowledge and agree as follows:

### **AGREEMENT**

1. Incorporation of Recitals; Transaction Structure. The foregoing Recitals are hereby incorporated herein by this reference. The following is a description of the steps in this transaction to implement the conveyance of the Park to County as described in the Recitals, all of which shall take place through a single closing:

a. Termination of Agreement No. D-78-173. Authority and County shall terminate Agreement No. D-78-173 by mutual agreement.

b. Transfer of Park to County. Authority shall convey Park to County by means of the Grant Deed attached hereto as Exhibit B ("Grant Deed").

c. Transfer of \$500,000 to County. Authority shall transfer \$500,000 to County for implementation of Park capital improvements.

d. Execution of Cooperative Agreement between County and Authority Cities. The County and the Authority Cities shall execute an agreement regarding the continuing operation of the Park.

2. Authority Obligations. The property to be conveyed to County pursuant to the documents is described in the legal description to Exhibit B. The obligations of Authority regarding the Park and other matters under this Agreement are as follows:

a. Preparation of Legal Description. Authority, at its cost, shall cause the preparation of the legal description of the Park necessary for the conveyance of the Park to County.

b. Condition of Title. Authority shall convey the Park to County free and clear of (i) any monetary liens and encumbrances, (ii) any installment of real property taxes and assessments allocable to such Park, and (iii) any items not permitted by County pursuant to Section 3.b below.

c. Hazardous Materials Assessment. Authority, at its cost, shall cause the preparation of a Phase I Hazardous Materials Assessment for the Park.

d. Property Assessment Report. Authority shall submit to County a report documenting the existing Park improvements, including an inventory of all structures and equipment, and the existing Park conditions.

e. Condition of Property. Except as provided in the Condition of Title section above, Authority shall deliver the Park to County pursuant to this Agreement in a condition as reflected in the Property Assessment Report, without any representation or warranty by Authority or its representatives, express or implied, as to the condition of such Park or its suitability for any use.

f. Delivery of Documents to County. Authority shall execute Grant Deed and deliver same to County for acceptance and execution by County.

g. Transfer of \$500,000 to County. Within sixty (60) days of Closing Date (as defined below), Authority shall transfer to County \$500,000 for Park capital improvements to County standards.

3. County Obligations. The obligations of County regarding the conveyance of the Park and other matters under this Agreement are as follows:

a. Review of Legal Description. County shall, within thirty (30) days of receipt of the legal description for the Park from Authority, provide Authority with County's comments or suggestions regarding corrections or changes to same, if any.

b. Review of Condition of Title; Title Insurance. County shall, within thirty (30) days of receipt of the preliminary title reports for any parcel within the Park, provide comments to Authority regarding any monetary liens, encumbrances, delinquent taxes and assessments or other exceptions not acceptable to County affecting title to the Park. If Authority fails to clear any such unpermitted matter, County may elect not to accept the Park or to waive such matter and accept title to the Park; provided, however, that County shall either accept all of the Park or none of the Park (that is, acceptance of only a portion of the Park is not permitted). Notwithstanding anything to the contrary herein, the failure by Authority to clear any unapproved title matter shall not be a default hereunder, and in such event, Authority and County shall meet and confer and attempt to mutually agree on a method to address any such unapproved title matter. If no such mutual agreement is reached, then neither Company nor County shall have any further obligations under this Agreement. In the event that County desires to obtain additional title insurance beyond what is provided by Authority under Section 2.c above, County shall be responsible for ordering and obtaining any such title insurance at its own cost and expense.

c. Review of Hazardous Materials Assessment. County shall review and approve the Phase I Hazardous Materials Assessment for the Park within ninety (90) days of its receipt from Authority.

d. Execution, Recordation and Delivery of Documents. County shall acknowledge the Grant Deed in the form of Exhibit C. Thereafter, after approval of this Agreement and all exhibits by the parties, County shall record the Grant Deed in the Official

Records in accordance with recordation instructions mutually acceptable to Authority and County.

e. Implementation of Capital Improvements. Authority has prioritized the capital improvements for Park as shown on Exhibit D. As expeditiously as possible, County shall endeavor to implement the improvements using the \$500,000 transferred by the Authority to the County and, as necessary, County funds.

f. Entry Into Cooperative Agreement. On or before the Closing Date, County and the Authority Cities shall execute a cooperative agreement regarding the operation of Park by County.

4. Annual Meeting of Authority and County. For three (3) years after execution of this Agreement, Authority and County shall meet annually in December to review progress on implementation of the Park capital improvements.

5. Closing. Authority and County shall cooperate and use best efforts to cause the Grant Deed and other documents described herein to be executed and, for the Grant Deed to be recorded on or before December 31, 2012 ("Closing Date"). The Parties shall meet and confer to coordinate various matters respecting closing, including but not limited to the recordation of some documents on different dates and whether the Closing Date should be extended in the event that all conditions to closing have not been met.

6. Termination of Agreement No. D-78-173. Authority and County agree that Agreement No. D-78-173 is hereby terminated upon recordation of the Grant Deed as described above.

7. Conditions Precedent to Closing.

a. Conditions to Authority Obligations. Authority's obligation to perform under this Agreement shall be conditioned upon the occurrence of all of the following:

- i. County approval of the legal description for the Park;
- ii. County approval of Phase I Hazardous Materials Assessment;
- iii. County approval of this Agreement; and
- iv. County shall not be in default of any material obligation under this Agreement and no event shall have occurred that would constitute a material breach of County's obligations under this Agreement.

b. Conditions to County Obligations. County's obligation to perform under this Agreement shall be conditioned upon the occurrence of all of the following:

- i. The legal description for the Park has been approved by County.

ii. The Phase I Hazardous Materials Assessment has been approved by County.

iii. Authority shall have satisfied their obligations regarding the condition of title to the Park as described in Section 2.b above; and

iv. Authority shall not be in default of any material obligation under this Agreement and no event shall have occurred that would constitute a material breach of Authority obligations under this Agreement.

8. Closing Costs. The parties agree that the closing costs related to the conveyance of the Park pursuant to this Agreement shall be handled as follows:

a. Prorations. There are no prorations of taxes or insurance anticipated with this closing. Authority shall be responsible for payment of all taxes on the Park for any period of time prior to vesting of title in County.

b. Title Insurance Premiums. All premiums for title insurance provided for herein for the Park shall be paid by Authority.

c. Recording Fees and Documentary Transfer Tax. The cost of recording fees and documentary transfer taxes, if any, related to the conveyance of the Park to County shall be paid by Authority.

d. Legal Fees. Each party shall pay for its own legal fees and expenses incurred in negotiating, documenting and closing this transaction.

e. Preparation of Exhibits. Authority shall pay the cost of preparing the legal description and any other exhibits attached to the deed described in this Agreement.

9. Miscellaneous.

a. Successors and Assigns. The provisions of this Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

b. No Third Party Beneficiaries. No person or entity other than the parties to this Agreement shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

c. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and be governed by the laws of the State of California, and each Party hereto consents to the jurisdiction of the courts of California, for the County of Orange, for the purpose of any action to enforce or interpret this Agreement.

d. Authority to Sign. Each person signing this Agreement on behalf of a Party hereto represents and warrants to the other Parties that he/she has all requisite power and authority to execute and deliver this Agreement for such Party and that this Agreement, when so executed and delivered, will be a binding obligation of, and enforceable against, such party in accordance with its terms.

e. Notices. Any notice or other communication to be given by one Party to the other hereunder shall be in writing and given by personal service, express mail, Federal Express or any other similar form of airborne/overnight delivery service, or by United States certified mail, return receipt requested, addressed to the Party at its respective address as follows:

If to County: County of Orange  
OC Parks  
13042 Old Myford Road  
Irvine, CA 92602  
Attention: Director, OC Parks

If to Authority: City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870  
Attn: City Manager

Any Party may from time to time, by written notice to the other as provided above, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after mailing thereof as above specified. Notice by any other method shall be deemed served or delivered upon actual receipt at the address listed above.

f. Time of the Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

g. Waiver. Any waiver of any rights under this Agreement shall be effective only if in writing, signed by the waiving party. No waiver by either party hereto of any breach, default or condition shall be considered to be a waiver of any other or subsequent breach, default or condition.

h. Construction. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

i. Incorporation of Exhibits. The following exhibits attached to this Agreement are incorporated herein by this reference:

Exhibit A: Depiction of the Park

Exhibit B: Grant Deed from Authority to County for the Tri-City Park

Exhibit C: Certificate of Acceptance of Grant Deed

Exhibit D: Priority List of Capital Projects.

j. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

k. Amendment. This Agreement may not and shall not be deemed or construed to have been modified, amended, canceled, rescinded, terminated or waived, in whole or in part, except by written instrument signed by both Parties.

l. Entire Agreement. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter addressed herein.

IN WITNESS WHEREOF, Authority and County have entered into this Agreement as of the day and year first above written.

***“AUTHORITY”***

By its member Cities:

**CITY OF PLACENTIA**

By: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF FULLERTON**

By: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF BREA**

By: \_\_\_\_\_

By: \_\_\_\_\_

**“COUNTY”**

**COUNTY OF ORANGE,**  
a political subdivision of the State of California

By: \_\_\_\_\_  
Chair of the Board of Supervisors  
Orange County, California

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Section 25103, Resolution 79-1535

ATTEST:

\_\_\_\_\_  
Susan Novak  
Clerk of the Board of Supervisors  
Orange County, California

APPROVED AS TO FORM:  
Office of County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**Exhibit A**

**Depiction of the Park**

**Exhibit B**

**Grant Deed**

**Exhibit C**

**Certificate of Acceptance of Grant Deed**

## **Exhibit D**

### **Tri-City Park Priority List of Capital Projects**

1. Complete renovation of park irrigation system.
2. Renovate lake, including lake edge, aeration system and filtration infrastructure.
3. Renovate/replace picnic shelters.
4. Improve park signage and lighting.

Subject to available future funding and cooperation from Tri-City Park Authority member cities, the following projects shall be considered following completion of projects 1 – 4 above.

5. Upgrade/improve park circulation, including re-design and construction of improved park entry/exit at Golden/Kramer for improved safety and circulation.
6. Improve public roads and parking lots with re-design to maximize park open space.
7. Add Class I Bikeway to traverse and connect Golden Ave. to Rolling Hills Drive\*.

Additional items such as a new bandshell for community events, playground renovation and lakeside pavilion could be included in future capital improvements, but have less immediate impact on the Park's current operation, safety and aesthetics.

\* The parties will cooperate on securing funding from OCTA Bicycle Corridor Improvement (BCI) program and other sources.

Agreement No. OCP12-012  
Tri-City Park  
(Cities of Placentia, Fullerton and Brea)

## COOPERATIVE AGREEMENT REGARDING TRI-CITY PARK

This COOPERATIVE AGREEMENT REGARDING TRI-CITY PARK (“*Agreement*”) is made as of \_\_\_\_\_, 2012, by and between the CITY OF PLACENTIA, the CITY OF FULLERTON, the CITY OF BREa (“*Authority Cities*” or individually as an “*Authority City*”), and the COUNTY OF ORANGE, a political subdivision of the State of California (“*County*”). Authority Cities and County are sometimes herein referred to individually as a “*Party*” and collectively as the “*Parties.*”

### RECITALS

WHEREAS, the Tri-City Park Authority (“*Authority*”) is seeking to transfer ownership of the Tri-City Park (“*Park*”) to the County to be incorporated into the County’s regional park system to ensure the Park will be maintained and operated to the same high standards of the regional park system. The Authority is comprised of the Cities of Placentia, Fullerton and Brea.

WHEREAS, the approximately 40-acre Park, depicted on Exhibit A, includes a seven-acre lake and serves the residents of the Authority Cities and the residents of Orange County.

WHEREAS, the Park is located within the boundaries of the City of Placentia (“*City*”) and is maintained and operated on behalf of the Authority by City staff. Additionally, the Park’s picnic shelters are reserved by City staff.

WHEREAS, Authority Cities and County desire to enter this Agreement in order to address their mutual understandings and agreement regarding the operation of the Park by the County.

NOW, THEREFORE, Authority Cities and County through its Orange County Parks Department (“*OC Parks*”) hereby acknowledges and agrees as follows:

### AGREEMENT

1. Administration. The County’s Director of OC Parks, or designee, (“*Director of OC Parks*”) shall administer this Agreement for County. Each Authority City’s City Manager, or designee, shall administer this Agreement for the respective Authority City. The respective administrators for County and Authority Cities shall be responsible for any approvals, permissions or notices required pursuant to this Agreement.

2. Transition of Maintenance and Operation of Park from City to County.

The following provisions shall apply:

a. Equipment and Supplies. City shall provide County with an inventory of all equipment and supplies that will remain with the Park. Copies of any and all operation manuals, training manuals, and warranties shall be provided to County.

b. Service Contracts. City shall provide County with copies of all service contracts for the Park. City shall be responsible for terminating any service contracts prior to County assumption of Park operations.

c. Personnel. City shall provide to OC Parks staff appropriate and adequate information and training on the operation and maintenance of all Park mechanical systems, including but not limited to limited to the irrigation system and the lake aeration and filtration systems.

3. Parking. The following provisions shall apply:

a. Pay-and-Display Equipment. County shall install Pay-and-Display parking ticket dispensing machines. Parking fees shall be in accordance with the most recently approved OC Parks Fee Schedule.

b. Parking Enforcement. For the first three (3) years from the effective date of this Agreement, as defined below, County shall not actively enforce the County's Pay-and-Display parking regulations.

c. Parking Management. County shall enforce other parking infractions such as not parking in a designated parking space, parking on the grass or misuse of designated handicapped parking spaces.

4. Picnic Shelters. The following provisions shall apply:

a. County shall include the Park's picnic shelters in the County's on-line reservation system.

b. County shall evaluate modifying the OC Parks Fee Schedule to add a separate reservation fee for the small picnic shelters at the Park.

5. Special Events Conducted by Authority Cities. The following provisions shall apply:

a. Each Authority City shall obtain a no-fee OC Parks Permit for each Authority City-sponsored event conducted at the Park.

b. Events eligible for the no-fee OC Parks Permit include but are not limited to the following: Summer Concerts in the Park Series (eight weeks) and Heritage Festival (October). Additional events are subject to the prior written approval of the Director of OC Parks, which approval shall not be unreasonably withheld.

c. Parking shall be free for Authority City-sponsored events.

6. Law Enforcement. Primary response for law enforcement in the Park shall be the City of Placentia Police Department. In addition to applicable State of California Codes, the Codified Ordinances of the County of Orange shall be enforced at the Park.

7. Emergency Response. Fire and paramedic service for the Park shall be provided by the City through its contract service provider, the Orange County Fire Authority Service.

8. Effective Date. The effective date of this Agreement shall be January 1, 2013.

9. Miscellaneous.

a. Recitals. The Recitals to this Agreement constitute part of this Agreement and are incorporated herein by this reference.

b. Successors and Assigns. The provisions of this Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

c. No Third Party Beneficiaries. No person or entity other than the parties to this Agreement shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

d. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and be governed by the laws of the State of California, and each Party hereto consents to the jurisdiction of the courts of California, for the County of Orange, for the purpose of any action to enforce or interpret this Agreement.

e. Authority to Sign. Each person signing this Agreement on behalf of a Party hereto represents and warrants to the other Parties that he/she has all requisite power and authority to execute and deliver this Agreement for such Party and that this Agreement, when so executed and delivered, will be a binding obligation of, and enforceable against, such party in accordance with its terms.

f. Notices. Any notice or other communication to be given by one Party to the other hereunder shall be in writing and given by personal service, express mail, Federal Express or any other similar form of airborne/overnight delivery service, or by United States certified mail, return receipt requested, addressed to the Party at its respective address as follows:

If to County: County of Orange  
OC Parks  
13042 Old Myford Road  
Irvine, CA 92602-2304  
Attention: Director, OC Parks

If to Authority Cities: City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870  
Attn: City Manager

City of Fullerton  
303 W. Commonwealth Avenue  
Fullerton, CA 92832  
Attn: City Manager

City of Brea  
1 Civic Center Plaza  
Brea, CA 92821  
Attn: City Manager

Any Party may from time to time, by written notice to the other as provided above, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after mailing thereof as above specified. Notice by any other method shall be deemed served or delivered upon actual receipt at the address listed above.

g. Time of the Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

h. Waiver. Any waiver of any rights under this Agreement shall be effective only if in writing, signed by the waiving party. No waiver by either party hereto of any breach, default or condition shall be considered to be a waiver of any other or subsequent breach, default or condition.

i. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

j. Incorporation of Exhibits. The following exhibits attached to this Agreement are incorporated herein by this reference:

Exhibit A: Depiction of the Property

k. Advice of Counsel; Interpretation. Each Party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter into this Agreement. The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as prepared by both Parties.

l. Amendment. This Agreement may not and shall not be deemed or construed to have been modified, amended, canceled, rescinded, terminated or waived, in whole or in part, except by written instrument signed by both Parties.

m. Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other Party to the extent necessary to implement this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement.

n. Entire Agreement. This Agreement, together with Exhibit A attached hereto, constitutes the entire understanding between the Parties hereto with respect to the subject matter addressed herein, and no prior agreement or understanding with respect to the subject matter hereof shall be effective for any purpose.

o. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Authority Cities and County have entered this Agreement as of the day and year first above written.

***“COUNTY”***

**COUNTY OF ORANGE,**  
a political subdivision of the State of California

By: \_\_\_\_\_  
Chair of the Board of Supervisors  
Orange County, California

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Section 25103, Resolution 79-1535

ATTEST:

\_\_\_\_\_  
Susan Novak  
Clerk of the Board of Supervisors  
Orange County, California

APPROVED AS TO FORM:  
Office of County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

***“AUTHORITY CITIES”***

**CITY OF PLACENTIA**

By: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF FULLERTON**

By: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF BREA**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**

**Depiction of the Park**