

**MEMORANDUM OF UNDERSTANDING BETWEEN SOUTHEAST FRESNO
COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION (SEFCEDA) AND
THE CITY OF FRESNO REGARDING PROPERTY AT 2155 S. PEACH AVENUE**

This Memorandum of Understanding (MOU or Agreement) is entered into this _____ day of _____, 2020, by and between the City of Fresno, California, a municipal corporation, through its Parks, After-school, Recreation, and Community Service Department (City), and Southeast Fresno Community Economic Development Association, a California non-profit public benefit corporation (SEFCEDA).

RECITALS

WHEREAS, in 2006 the Federal Government deeded to the City approximately 49 acres of property located at 2025 and 2021 S. Peach Avenue (APNs 481-02-29, 481-02-30 and 473-03-07T), as set forth in more detail in Exhibit A, (Site) with the intent of it being turned into a new regional park; and

WHEREAS, since that time minimal progress has been made in developing the Site due to a lack of funding needed to support the cost of construction, maintenance and operations; and

WHEREAS, SEFCEDA has a desire to create more green space and parks in Southeast Fresno to promote better health and a better quality of life to its residents; and

WHEREAS, SEFCEDA has demonstrated an interest to manage and maintain the Site; and

WHEREAS, SEFCEDA desires to explore opportunities to raise funding for capital improvements and ongoing operating and maintenance-related expenses for the Site to create a regional park and soccer complex; and

WHEREAS, the parties entered into an Adopt a Park Agreement to allow SEFCEDA to begin maintenance on the Site that expired on June 30, 2019; and

WHEREAS, during the term of the Adopt a Park Agreement, SEFCEDA recruited hundreds of paid and volunteer workers who cleaned the Site, planted 120 trees and installed a permanent drip irrigation system with more than 20,000 ft. of PVC and drip pipe lines (collectively, the Site Improvements) which SEFCEDA estimates is a value of approximately \$250,000; and

WHEREAS, the Site Improvements were completed with the use of rented and purchased tools, trenchers, discing equipment with tractors, bobcats, lawn mowers and solid waste containers through the donation of materials, supplies, services, government grants and private cash contributions by both small businesses and private citizens; and

WHEREAS, the completed Site Improvements have been inspected and approved by City building inspectors; and

WHEREAS, the parties desire to continue exploring opportunities to create a regional park and soccer complex

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative: TJ Miller
PARCS Director
1515 E. Divisadero Street
Fresno, CA 93721
Tel: (559) 621-2919

SEFCEDA: Jose Leon-Barraza
Chief Executive Officer
Southeast Fresno Community Economic Development
Association
3362 East Balch Avenue
Fresno, CA 93702
Tel: (559) 301-0695

2. ROLES, CONTRIBUTIONS, AND RESPONSIBILITIES

A. The City shall:

(1) Provide technical support, including but not limited to, review and approval of the type of materials and plantings that will occur on the Site, as well as the proposed irrigation plans and installation.

(2) Continue to maintain and fund property insurance coverage on the 49-acre site for any improvements where title is held by the City of Fresno, as well as the community garden that currently exists on the Property.

(3) Provide up to 150 Hundred Cubic Feet (HCF) (approximately 112,000 gallons) of water annually, at no cost to SEFCEDA for the sole purpose of watering the trees and shrubs planted in conformity with the previous Adopt a Park Agreement, as depicted in Exhibit B, or to directly support maintenance of the Site.

(4) Authorize SEFCEDA to dispose of up to 3 yards of green waste and 3 yards of solid waste generated at the Site on a weekly basis, and as a result of Site maintenance and operations set forth in this Agreement. Said waste shall be disposed of in container(s) at the City transfer station area located at the community garden for the removal by City. The disposal of any additional green waste, solid waste or debris of any kind shall be the sole responsibility of SEFCEDA.

(5) Authorize SEFCEDA to use the Site to hold periodic public events for educational, recreational, cultural and fundraising purposes in accordance

with City of Fresno policies and requirements, including but not limited to the City's special event permitting process as set forth in the Fresno Municipal Code.

(6) Reimburse SEFCEDA for necessary costs in an amount not to exceed \$24,500 for the completion of a Proposition 68 Grant Application for the Site, as set forth in Exhibit C. The City shall not reimburse SEFCEDA prior to receiving invoices, billings, or proof of payment for the deliverables set forth in Exhibit C.

(7) Provide reasonable notice, to SEFCEDA prior to commencing construction, repairs, or demolition of any improvements performed or authorized by the City that would adversely affect SEFCEDA's maintenance and irrigation activities and work in a manner to minimize disruption to those activities.

B. SEFCEDA shall:

(1) Provide and pay for all associated costs involving the following services:

a) Maintain all previously planted shrubs and trees on the Site in the area depicted in Exhibit B and replace dead plantings as necessary;

b) Maintain previously installed irrigation and drainage systems as set forth on Exhibit B;

c) Develop and follow a regular schedule of maintenance for the Site including, but not limited to the removal of tall grass, weeds, trash and other debris; and

d) Maintain any and all other improvements installed by SEFCEDA.

(2) Report any park hazards to City staff;

(3) Independently secure, at its own cost and expense, all land use and other entitlements, permits, and approvals that City or any other governmental agency with jurisdiction over the Site requires for maintenance, construction, or installation of improvements or other activities on the Site;

(4) Obtain written approval from the City prior to constructing, modifying, demolishing, and removing an improvements;

(5) Ensure that all SEFCEDA activities are in compliance with any and all applicable development and conditional use permits on the Site;

(6) Provide reasonable notice, but not less than 30 days, to the City prior to commencing construction, repairs, or demolition of any improvements and work in a manner to minimize disruption to other park users, particularly the community garden;

(7) Comply with all terms of the National Park Service Quitclaim Deed, recorded by the US National Park Service, as grantor to the City, as grantee, on October 31, 2006, as Fresno County Document #2006-0231382;

(8) Ensure that the City holds title to any and all improvements on the Site;

(9) Conduct a series of community fundraising events needed to raise awareness and to generate necessary funding to support deliverables above;

(10) Timely complete a Proposition 68 Grant Application for the Site and submit all applicable invoices to the City for reimbursement.

(11) Keep full and accurate accounting records, including but not limited to a general ledger, a check register, a monthly bank reconciliation, and supporting documentation to substantiate any cash receipts/cash disbursements relating to its activities involving the Site and annually provide City with its financial information including but not limited to an annual budget, a balance sheet, a profit/loss statement, a budget to actual revenues/expenditures report which includes a statement that said records will be kept and preserved for at least three years and were prepared in accordance with generally accepted accounting principles;

(12) Ensure that all individual participants and volunteers complete and sign a liability waiver and release of claims in favor of the City of Fresno prior to participating in work involving this MOU;

(13) Allow the City to photograph or videotape the events or activities in which SEFCEDA is participating for the purpose of promoting the City of Fresno and its services/programs, with the understanding that no compensation of any kind will be paid to SEFCEDA;

(14) Maintain its nonprofit status and annually provide evidence to City that all required state and federal filings have been completed and promptly, within 30 days, notify the City of any changes in its nonprofit status;

(15) Provide City with a copy of its bylaws and promptly, within 30 days, provide City with any changes during the existence of this Agreement; and

(16) Provide City with its board member composition and contact information and promptly, within 30 days, provide updated information during the existence of this Agreement.

3. EFFECTIVENESS, DURATION and TERMINATION

This MOU shall be effective from July 1, 2019, and shall remain in effect through June 30, 2020, (Effective Date) with four, one-year options (Renewal Term) available to extend the Agreement for a total of up to five years, ending no later than June 30, 2024.

The Renewal Term shall be exercised upon the mutual consent of the parties, in writing, no later than two months prior to the expiration of the Agreement. Either

party may at any time terminate this MOU, with or without cause, upon 30 days' written notice to the other party. Upon such termination, all rights and obligations of each party under this MOU shall cease, except for those specific obligations that shall survive termination as set forth herein.

4. COMPLIANCE WITH GOVERNING LAW

Each party shall comply with all federal, state and local laws, rules and regulations in its pursuit hereof. No party in its performance of this Agreement shall employ discriminatory practices on the basis of race, religious creed; color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

5. CAPACITY OF THE PARTIES

Each party is acting in an independent capacity. Nothing in this Agreement and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency, or employment relationship, jointly and severally.

In addition and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, worker's compensation insurance, benefits, and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of SEFCEDA. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits, and the like, as applicable. Conversely, personnel supplied by the SEFCEDA will not for any purpose be considered employees or agents of the City. SEFCEDA assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits, and the like, as applicable.

The City and SEFCEDA agree and acknowledge that their relationship is strictly and solely that of an independent contractor to each other. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment, or disability benefits, to be provided by SEFCEDA. SEFCEDA agrees and acknowledges that its employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations

hereunder. Each shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the performance of each party's respective obligations or on the exercise of their rights under this Agreement, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

6. PROFESSIONAL SKILL

It is further mutually understood and agreed by and between the parties hereto that inasmuch as SEFCEDA represents to City that SEFCEDA and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of SEFCEDA and its subcontractors, if any, to do and perform such services in a skillful manner and SEFCEDA agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of SEFCEDA or any subcontractors from said professional standards.

7. NON-EXCLUSIVE USE

City shall have the right to use or permit the use of any portion of the Site to any person, firm, or other entity regardless of the nature of the use of such other space, in accordance with the terms of this Agreement. SEFCEDA agrees to take reasonable efforts to minimize any disturbance to the operation and/or other uses of the Site by City and the public.

8. INDEMNIFICATION

To the furthest extent allowed by law, SEFCEDA shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, SEFCEDA or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SEFCEDA's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If SEFCEDA should subcontract all or any portion of the work to be performed under this Agreement, SEFCEDA shall require each subcontractor to indemnify,

hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

9. INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Educators Legal Liability (ELL) or a Professional Liability (Abuse & Molestation) Insurance that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, campus crime, sexual molestation, and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

SEFCEDA, or any party SEFCEDA subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;

- (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **Educators Legal Liability (ELL) or Professional Liability** (Abuse & Molestation):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SEFCEDA purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SEFCEDA shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SEFCEDA shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or
- (ii) SEFCEDA shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SEFCEDA shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SEFCEDA's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of SEFCEDA's insurance and shall not contribute with it. SEFCEDA shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SEFCEDA and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents, and volunteers.

If the ELL or Professional Liability (Abuse & Molestation) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SEFCEDA.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SEFCEDA, SEFCEDA must purchase "extended reporting" coverage for a minimum of five years'

completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days written notice by certified mail, return receipt requested, has been given to City. SEFCEDA is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SEFCEDA shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, SEFCEDA shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

VERIFICATION OF COVERAGE

SEFCEDA shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, SEFCEDA shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

10. ATTORNEY'S FEES

- . If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its/their reasonable attorney's fees and legal expenses.

11. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit/attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over terms and conditions expressed within the

exhibit/attachment. Furthermore, any terms or conditions contained within any exhibit/attachment hereto which purport to modify the allocation of responsibility or liability between the parties, provided for within the body of this Agreement, shall be null and void.

12. NOTICES

Any notice required or intended to be given to a party under the terms of this Agreement shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express or other similar courier addressed to such party at the appropriate address set forth herein, (b) the date of receipt by facsimile to the City Representative or the SEFCEDA Representative, or (c) three business days after the date of mailing (postage pre-paid return receipt requested). Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other.

13. BINDING

Once this Agreement is signed by all the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

14. ASSIGNMENT

There shall be no assignment by any party of its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

15. WAIVER

The waiver by any party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and approved by and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the Agreement shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term, or condition contained herein shall not be

construed as a waiver of any subsequent breach of the same covenant, term, or condition.

16. GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County.

17. HEADINGS

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

18. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

19. INTERPRETATION

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

20. ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing along with the attached exhibits constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party.

[SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement:

CITY OF FRESNO, A California
Municipal corporation

SOUTHEAST FRESNO COMMUNITY
ECONOMIC DEVELOPMENT ASSOCIATION,
A California nonprofit public benefit
corporation

By: _____
Wilma Quan, City Manager

By: Jose Leon-Barraza 8-4-2020
Jose Leon-Barraza,
Title: Chief Executive Officer

APPROVED AS TO FORM:

DOUGLAS T. SLOAN City Attorney

By: Tracy N. Parvianian
Tracy N. Parvianian Date
Senior Deputy City Attorney

By: Nellie Neri
Nellie Neri
Title: Secretary

ATTEST:

YVONNE SPENCE, MMC CRM
City Clerk

REVIEWED BY:

Patricia Brown
Patricia Brown
Title: Pro Bono Attorney At Law

By: _____
Deputy

Exhibit A – Site Map

Exhibit B – Detailed Overlay Map of Trees and Irrigation

Exhibit C – Prop 68 Grant Funding Deliverables

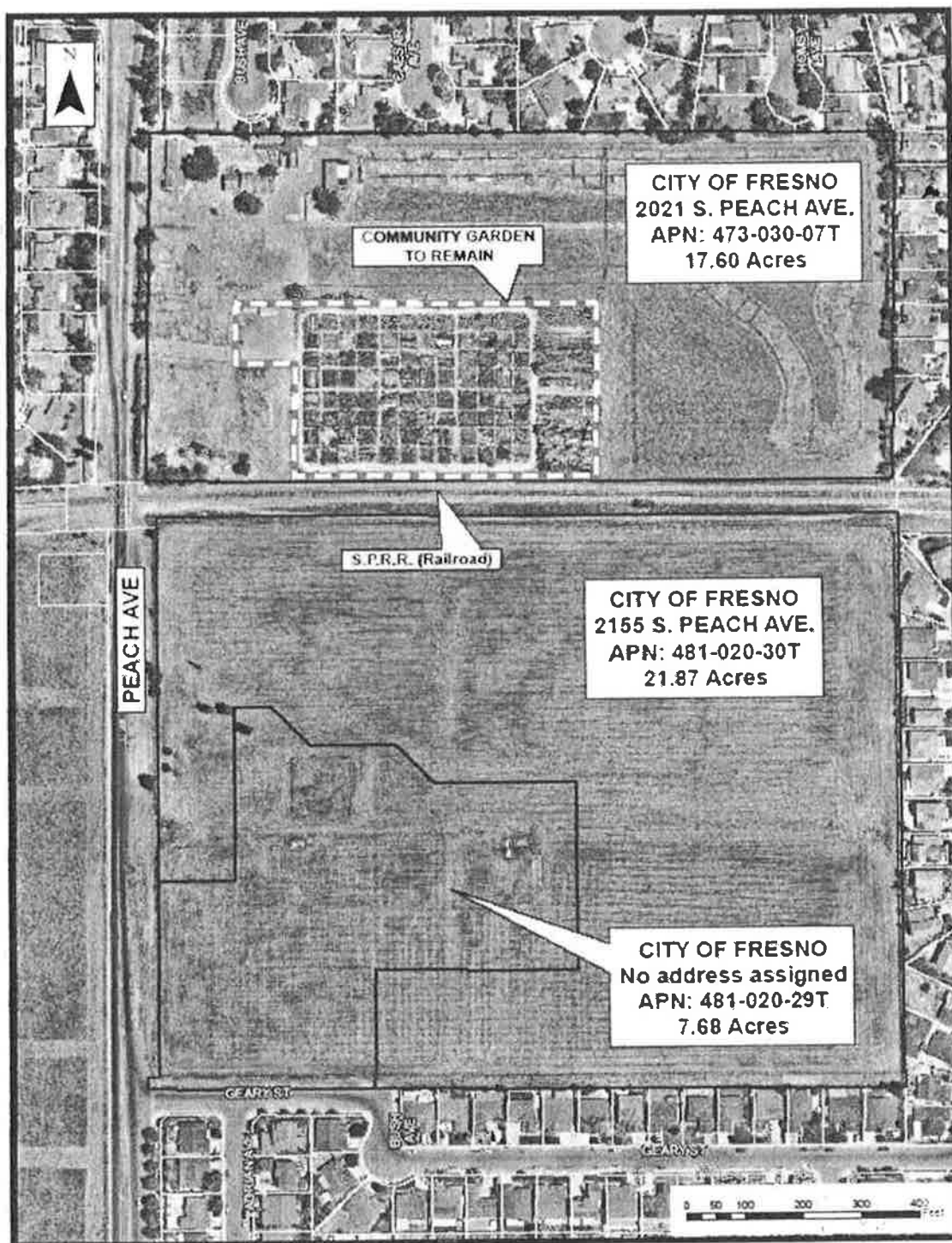
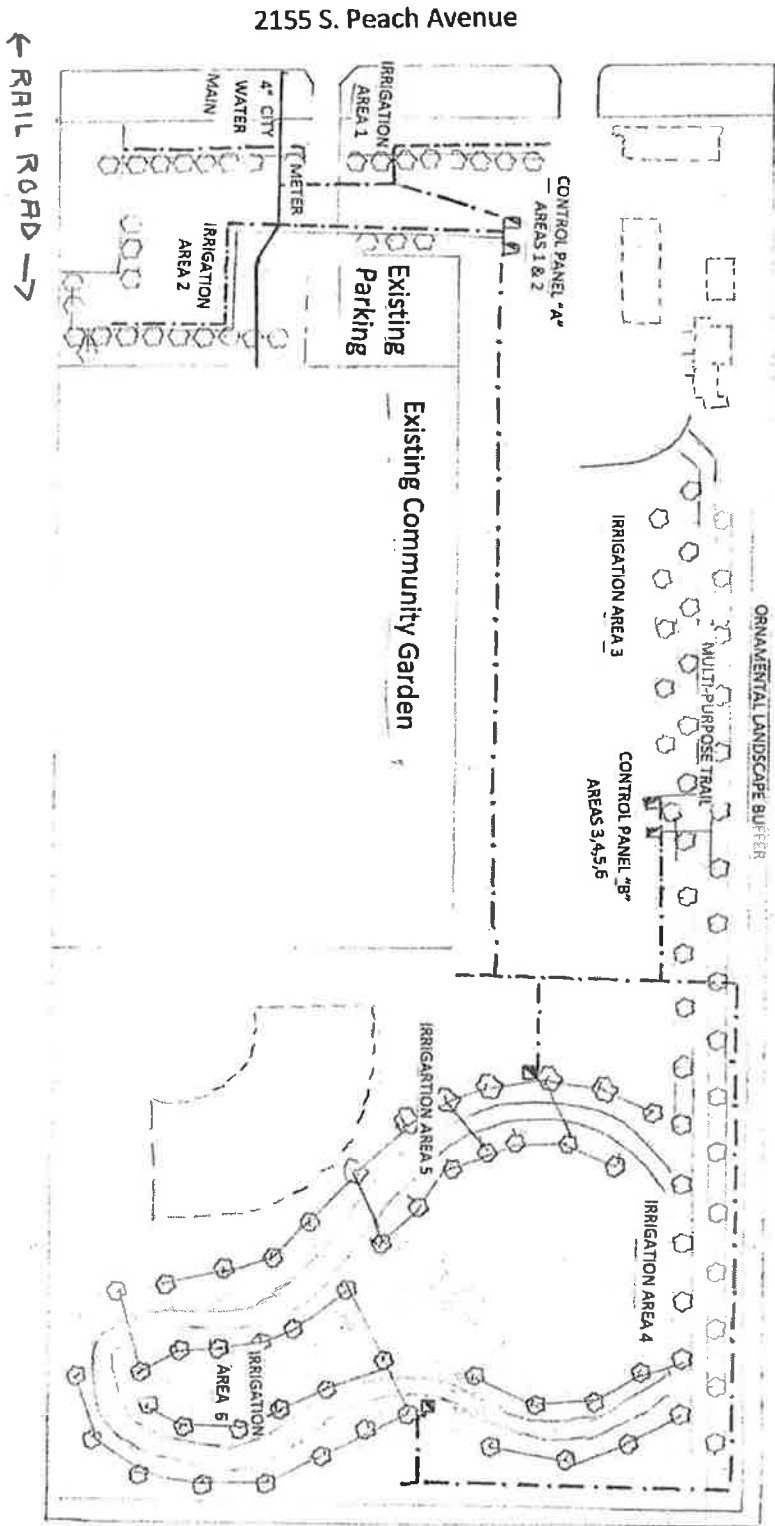


EXHIBIT A

Southeast Fresno Community Economic
Development Association, Inc. (SEFCEDA)
5288 E Heaton Avenue
Fresno, CA 93727



LEGEND:
— 1" CI 200 PVC LATERAL PIPE
- - - 3" CI 200 PVC MAIN PIPE
□ CONTROLLER

N
SCALE
1" = 50'
JAN 10, 2010
SEFCEDA, INC.

"AS BUILT" PLAN
Adopt-A-Park Project
Includes: 120 Trees And
Permanent Drip Irrigation
System.

EXHIBIT B
15 of 17

EXHIBIT C

SEFCEDA will complete a Proposition 68 grant application for this project at an estimated cost of \$24,500 as set forth below:

PART I: INITIAL DRAWINGS, ENGINEERING COSTS (BUDGET \$12,500)

- 1) Provide a concept level site plan including a color drawing showing where the recreation features and major support amenities listed in the Grant Scope/Cost Estimate Form will be located in the park. Site plan shall distinguish project components being proposed with contrast between Phase I versus future phases.
- 2) Identify and calculate proposed percentage of indoor versus outdoor space; no more than 50% of the overall PARK can be designated for indoor use through the PROJECT.
- 3) Identify the total square footage of the proposed new building(s) and note the function and approximate square footage of each space designated for recreation.
- 4) Schedule, structure, coordinate and document at minimum five (5) community meetings to gather input for the project.
- 5) Prepare a new grading and infrastructure plan.
- 6) Prepare a written demolition/abatement cost estimate for removal of existing buildings, concrete and paving
- 7) Prepare a total project cost estimate, including engineering/design, environmental analysis, demolition, construction permitting, etc.
- 8) Provide the concept level estimated cost for each proposed recreation feature and major support amenity.
- 9) Provide a monthly cash flow analysis of the project for pre-construction and during construction periods.
- 10) Complete the State of California Department of Parks and Recreation Project Timeline Form found on page 43 of the State Park Guidelines.

PART II: GRANT WRITING EXPENSES (BUDGET \$4,500)

Consolidate information, draft, review and complete all content required to submit a proposition 68 Statewide Park Program Grant per round IV guidelines

PART III. PROJECT AND SITE RESEARCH (BUDGET \$7,500)

Research best practices and provide drawings and other documentation and make recommendations to identify how the PROJECT will include the following sustainable techniques:

1. Incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation, or cleanse storm water before release.
2. Use of water efficient irrigation system that includes a rain sensor, evapotranspiration (ET) controllers, flow sensors, or on-site water recycling that

reduces potable water consumption, or the PROJECT will not require additional use of water.

3. At least 10% of the materials for PROJECT construction will consist of recycled materials, or construction waste will be minimized by the separation and recycling of recoverable materials generated during construction.
4. Landscaping that excludes the use of invasive plants and instead features drought tolerant or climate appropriate non-invasive native turf, trees, shrubs plants and ground cover. Also discuss how the landscaping minimizes the use of toxic pesticides and inorganic fertilizers.
5. Carbon sequestration tree planting (identify approximately how many trees will be planted)
6. Facilitation of safe and reliable drinking water to park visitors that will include one other energy, water, and natural resource conservation technique.
7. Other energy, water, and/or natural resource conservation techniques.
8. SITES or LEED certification.
9. Incorporate all environmental reports, studies and documents, including those commissioned by the City into a Draft Environmental Analysis in format acceptable to the City of Fresno's Planning and Development Department.