

Livermore Area Recreation and Park District Staff Report

TO: Chair Boswell and Board of Directors

FROM: Mathew Fuzie, General Manager

PREPARED BY: Celene Resong, Contract Specialist
Jeffrey Schneider, Business Services Manager

DATE: May 31, 2023

SUBJECT: **Master Property Agreement with City of Livermore**
(this staff report's content is identical to what was presented to the Board as an informational item at its May 10, 2023 meeting)

COMMITTEE: **Ad Hoc Committee (Directors Palajac and Furst) recommends approval**

Recommendation

Staff recommend that the Board of Directors adopt Resolution _____ authorizing the General Manager to sign the attached Master Property Agreement which will then be presented to the City Council for its approval (tentatively planned for June 26, 2023).

Background

In 2010, the City of Livermore and LARPD entered into a Master Property Agreement (MPA) in an attempt to set out an operational structure for the acquisition, responsibility, and maintenance of shared properties (owned by one and operated/maintained by the other). By its terms, the 2010 agreement expired in 2020 though we notified the City in September, 2020 prior to its expiration to attempt to engage them in the process. Because the parties wish to continue with the working relationship but seek to change the agreement to update provisions, remove terms, and amend/clarify rights and responsibilities, negotiation of a new MPA was required.

Process Overview

LARPD staff have actively engaged the City in many direct review sessions and have completed multiple MPA drafts, held three review sessions with the Board's Ad Hoc committee (Directors Palajac and Furst). Following the last working session with the City (May 3, 2023) and a subsequent update session with the Ad Hoc Committee on May 4, 2023, staff have completed the updated Master Property Agreement, attached here as Attachment A.

Material Changes to the Agreement – as proposed

1. The primary change sought by the parties is to make the MPA a perpetual agreement which allows the parties to continue working together and to seek amendments and/or changes to the

document as the need for those changes arise. The changes also allow for addition/removal of properties without termination or additional review; in the prior MPA, the City was permitted to review our budget and maintenance priorities before we would be permitted terminate or reduce our obligations to maintain the parks and trails under the agreement. Different from the prior MPA is also a focus on reciprocity and providing for the possibility of properties we own to be operated by the City should the need ever arise.

- a. Section 6.1/6.2 – Term: has been changed to be perpetual in nature, with periodic reviews (every 10 years) to ensure that the needs of the Parties and the community we serve are being met.
 - b. Section 6.3 – Termination: Should the parties determine that this agreement should be discontinued, we agree to meet and confer to mutually create processes to effect the termination of the agreement (winddown period).
2. We have eliminated the need for Exhibits. The 2010 document included exhibits for: A. Properties and facilities (map and list/matrix); B. Trails (map and list/matrix); C. Special provisions for existing agreements; and D. Insurance requirements for LARPD.
- a. Exhibits and Data Management: Exhibits A and B (maps and data matrix) have been eliminated and how property information is maintained has been updated. The 2010 MPA required printed maps and tables that were to be updated and inserted as replacement exhibits when changes were made; these exhibits that were initially created by the City were never updated during the 10 years during which the Agreement was in place. The new MPA allows the maps and tables regarding the properties to be held electronically and outlines the duty of each entity as to alerting the other of changes and designates the party responsibility for updates and changes to each (LARPD: data matrix; City: maps of properties).
 - i. Sections 1.6, 2.2, 2.3: These sections outline the inclusion of data maintenance responsibilities for our property matrix (LARPD) and maps (City).
 - b. Special provisions as to properties with unique features have also been updated (see Section 3). The list of present properties is no longer a separate exhibit (Exhibit C in the 2010 agreement). This exhibit was also not updated during the life of the agreement, and the 2010 MPA did not have provisions regarding responsibility or need for updates. In the proposed agreement, it is recognized that these agreements are not perpetual, but are to be recorded in the property data matrix which assists in agreement management while allowing for the potential to pull the special properties under the general MPA provisions if needed in the future. This provides more flexibility without need to amend the MPA itself. We have eliminated specific references to properties such as Ravenswood, Carnegie, etc. As to these historic properties, the cost of major maintenance or upgrades now clearly belongs to the owner of the property (see Section 9.1).
 - c. Insurance Requirements for LARPD (Exhibit D in the 2010 agreement): the proposed agreement addresses this very succinctly in section 9.3, eliminating the need for an exhibit. Section 9.3 calls for the property owner to maintain property damage insurance and liability insurance for properties operated but not owned. Again, given the perpetual nature of the proposed agreement, no specific coverage amounts are identified. As well, this section has been re-written to better reflect the intent of both parties to work together to resolve claims made against either party.
3. Section 15.2 – Amendment: This section has been modified to: a) remove the need to address changes to the exhibits (there aren't any); and b) to clarify that changes to the agreement that "alter the intent and terms" of the agreement will require formal authorization by the LARPD Board and City Council.

4. Sections 13.1 and 13.2, Hold Harmless and Indemnification: This language is the City’s standard language with one material addition: LARPD asserted the need to ensure that the other party’s comparative negligence is not indemnified (e.g., if we are both negligent with respect to a specific claim, one party is not liable for the other party’s negligence). Note: CAPRI, our insurance JPA, has reviewed this paragraph and found it acceptable.
5. Given the perpetual nature of the proposed agreement, we have eliminated the monetary amount from the definition of Capital Rehabilitation Project and instead have supplied examples of project types. The determination of Capital project status is important as it determines who is responsible for financing the work (see section 1.1 for definition and sections 9.1 and 9.2 for the delineation of financial responsibilities: the property owner is accountable for Capital Rehabilitation Projects, while the operator of the property is accountable for routine maintenance, utilities, etc.).
 - a. Potential parks and trails have been eliminated from inclusion and will only come under the MPA once they are accepted;
 - b. Section 8.6: Improvements, Alterations, or Changes in Use: regarding improvements made by LARPD to properties owned by the City, in the event a property is to be surrendered to the City, the 2010 agreement called for no reimbursement to LARPD for improvements that the City “would not have undertaken”. The proposed agreement has eliminated that language. Finally, a new requirement has been added that calls for the use of a meet and confer process to establish the valuation of LARPD’s improvements.
6. The proposed MPA requires compliance with our new Right of Entry process and maintains City requirements for those renting these properties from us, such as City permits.
7. Maintenance:
 - a. The scope of responsibility for trail maintenance is clarified. Only 10 feet on either side of a trail or up to the bank of the arroyo is within the area of responsibility. Outside of that portion, the property owner is responsible.
 - i. Section 9.4 – Trail Maintenance and Costs: we have added language to add clarity to responsibilities for trail maintenance.
 - b. We have removed references to specific codes, manuals, and standards to allow for flexibility in the agreement so that material changes and new negotiations are unnecessary when sources/standards evolve. The proposed MPA also removes the requirement that the parties jointly develop standards for maintenance. Instead of relying upon negotiation or reference specific sources, the parties are required to adhere to current maintenance codes and standards applicable to the type of property involved.
 - c. Before the 2010 MPA was executed, an inventory of all buildings subject to the agreement was performed. The purpose of the inventory was to establish the existing condition of the properties and provide a basis for periodic review of the properties, but it seemingly was never used by the City to assess our care or by the district for any reason. The old provisions also required us to share the cost of any future inventory survey which were required every 5 years. No such inventory was done to our knowledge between 2010 and 2022 and, as the inventory is not useful to us, we will not continue a cost-sharing provision for such an inventory.

8. Property Acceptance:
 - a. Section 10. LARPD Reservations:
 - i. We have eliminated language from the 2010 agreement that outlined the right of LARPD to “reject any park offered for dedication and acceptance which is less than six (6) acres in size for purposes of maintenance”. No longer is there a minimum size requirement.
 - ii. The City sought clarification as to when a new park is considered officially accepted; thus, we have elaborated the procedure for providing notice of completion by the City and setting the new park on the Board's agenda for official acceptance.
9. Section 14: Alternate Dispute Resolution: The provisions outlined in this section have been updated to include a good faith negotiation requirement, the procedure for selecting a mediator, and a provision for court determination as to which, if either, party is entitled to attorney's fees and what costs and fees are considered reasonable and necessary; evidence of settlement offers are specifically permitted for the court's review.

ATTACHMENTS:

- A. Proposed Master Property Agreement**
- B. 2010 Master Property Agreement (expired)**

ATTACHMENT A

**MASTER PROPERTY AGREEMENT
BETWEEN THE CITY OF LIVERMORE AND
THE LIVERMORE AREA RECREATION AND PARK DISTRICT**

This Agreement is entered into effective _____, 2023, between the City of Livermore (City) and the Livermore Area Recreation and Park District (LARPD).

RECITALS

A. LARPD is an independent special district providing park development, maintenance and recreational program services under the Recreation and Park District Law of California (Public Resources Code § 5780, et. seq.). The LARPD service area includes an approximately 240-square mile portion of eastern Alameda County and encompasses the City of Livermore.

B. The City is a municipal corporation, organized under the laws of the State of California.

C. There has been a long-standing, mutually beneficial relationship between the City and LARPD (hereinafter “Parties”), including the development of park and recreation facilities and programs within the City of Livermore. The purpose of this relationship is and has been to provide the communities served by the Parties with the benefit of outdoor spaces, recreational facilities, and event venues to increase the quality of life for both residents and visitors to Livermore.

D. The City and LARPD have cooperated in the acquisition, use and maintenance of properties in the City, including buildings, parks, and trail properties. The acquisition of the park and trail properties has primarily been the responsibility of the City, which has generally given possession of these properties to LARPD for the purpose of development and maintenance.

E. In 1970, both Parties entered into the Joint Acquisition and Development of Parks Agreement. This document was amended several times and in 2010 was replaced by a Master Property Agreement, dated September 27, 2010, which was to clarify and consolidate the Parties’ understanding regarding the duties and responsibilities relative to the acquisition, ownership, operation, and maintenance of buildings, parks, and trail properties within the City of Livermore and the maintenance of certain Landscape Maintenance Districts. At this time, the Parties wish to reaffirm their present understanding and enter into a Master Property Agreement that is perpetual in nature with flexibility to make minor adjustments, as needed, without amending or reworking the overall agreement between the Parties.

F. This Agreement is not intended to, and does not, convey fee title of any property from one entity to the other. Any such conveyance the Parties may agree to will be handled and recorded by separate legal instrument. However, in an effort to retain local control over local recreational and park assets, the Parties agree that whenever either party to this Agreement transfers an interest in real property to the other party, the deed, easement or other document granting the interest shall contain a reversion in interest to the grantor should the property interest conveyed cease being used for its intended purpose.

G. Given the ever-changing status of the state's economy and the budgetary constraints facing the State of California, special districts and municipalities, the Parties are particularly aware of the likelihood that periodic budget shortfalls and related cutbacks will result during the term of this Agreement. The Parties also recognize that periods of drought affecting the State of California will impact the Parties’ budgets as well as likely require adjustment in the management of its properties as a response to water concerns and restrictions. Accordingly, the Parties acknowledge that careful and considered decisions will need to be made in the future relative to the trade-off between an acceptable standard of park and trail maintenance

and continued expansion of the park and trail system without adequate resources for additional maintenance.

Now, therefore, subject to the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Definitions.

1.1 Capital Rehabilitation Projects. “Capital Rehabilitation Projects” shall mean any major replacement, rehabilitation or repair including, by way of example, such items as the replacement of a roof or the heating/ventilation/air conditioning (HVAC) system or structural repairs, foundation repairs, seismic upgrades, fire code compliance, removal of hazardous materials previously incorporated into the structure (i.e. lead paint and asbestos), Americans with Disabilities Act compliance, and water main and sewer repair/replacement. Items not considered to be Capital Rehabilitation Projects include, by way of example, such recurring maintenance or minor repairs as graffiti removal and abatement, repair of broken glass windows or doors, repair of minor plumbing problems (i.e., leaky faucets or toilets), cleanout and general maintenance of piping systems, and the maintenance and removal of trees.

1.2 Community Facilities Districts (CFD). “Community Facility Districts” or “CFDs” shall mean a special tax assessment district created in California to finance local infrastructure or services including maintenance services.

1.3 Facilities. “Facilities” shall mean all equipment, playground and sports furnishings, grounds, buildings, improvements, and infrastructure serving a park or trail property subject to the Master Property Agreement, including landscaping and hardscaping.

1.4 Landscape Maintenance District. “Landscape Maintenance District” or “LMD” shall mean those districts formed pursuant to the Landscape and Lighting Act of 1972 for the maintenance of landscaping improvements.

1.5 Parkways. “Parkways” shall mean the area within the public right-of-way lying between the curb and sidewalk.

1.6 Property Matrix Database. "Property Matrix Database" shall mean an electronic file containing a spreadsheet or other table or list of information regarding all of the properties under this Agreement that are owned by one party and maintained by the other and shall contain, as applicable, a listing of the property's name, location, owner, operator, lessee, easement/encumbrance, trail segment number, Alameda County Recorder's series number and/or APN, whether property is governed under this agreement ("MPA") or a Special Agreement with end date ("Special – date"), and maintenance provider. This file shall be maintained and updated by LARPD conforming to the requirements of Sections 2.3 and 15.2 herein.

1.7 Trails. "Trails" shall mean an unpaved or paved path of travel utilized by pedestrians, equestrians and/or bicycles. Notwithstanding the foregoing, this Agreement shall not apply to unpaved trails used exclusively for hiking, owned by either the City or LARPD.

1.8 Designated Volunteers. "Designated Volunteers" shall mean any individual who performs a service for City or LARPD without remuneration for such services.

2. **Properties Subject to this Agreement.**

2.1 General. The properties that are subject to this Agreement are all properties and trails within the City of Livermore which are:

- a. Owned by the City in either fee title or held in easement, and are licensed, leased, operated, maintained, or staffed by LARPD. These properties may include, but are not limited to parks, trails, parkways, landscape maintenance districts, landscape easements, recreational facilities, and other associated facilities; and
- b. Owned by LARPD in either fee title or held in easement and are licensed, leased, operated, maintained or staffed by the City.

Collectively, these properties shall be referred to as "Properties" or "Property."

2.2 Maps of the Properties. The City shall maintain and update maps depicting all of the Properties under this Agreement. These property maps shall be held in an electronic form/format and one map shall depict the parks and another depict the trails. Each electronic map shall clearly indicate which properties are City owned and LARPD maintained and which are LARPD owned and City maintained. At the City's discretion, the maps may also include properties owned by a Party to this Agreement but maintained by the owning party or an individual or entity not party to this Agreement provided those properties are clearly designated.

The City shall update the maps upon additions, deletions, or changes in responsibility, ownership, and other items as needed pursuant to LARPD and City approval processes and in conjunction with related changes to the Property Matrix Database. Prior to making any changes a backup of the existing maps will be created and stored by City and available upon request to LARPD. LARPD shall have read-only access to the electronically maintained maps and shall be responsible for alerting the City to any needed changes to the maps in a timely manner and in no event later than two (2) weeks following the perceived need for the change.

2.3 Property Matrix Database. LARPD shall maintain and update a Property Matrix Database of all Properties under this Agreement that are owned by one party and maintained by the other. This property matrix shall contain, as applicable, a listing of the property's name, location, owner, operator, lessee, easement/encumbrance, trail segment number, Alameda County Recorder's series number and/or APN, whether property is governed under this agreement ("MPA") or a Special Agreement with end date ("Special – date"), and maintenance provider. The City will assist in the creation and initial population of information required for the Property Matrix Database.

LARPD shall update the Property Matrix Database upon additions, deletions, or changes in responsibility, ownership, and other items as needed pursuant to LARPD and City approval processes and in conjunction with related changes to the electronic maps. Prior to making any changes a backup of the existing property matrix will be created and stored by LARPD and available upon request to City. City shall have read-only access to the electronically maintained property matrix and shall be responsible for alerting LARPD to

any needed changes to the Property Matrix Database in a timely manner and in no event later than two (2) weeks following the perceived need for the change.

2.4 Future Acquisitions. The Parties intend to continue their relationship in which generally the City acquires, or assists in acquiring, Properties that will be improved, maintained and operated by LARPD. Regarding trails, either Party may acquire Properties in fee or by easement, which will be improved, maintained and operated by the Parties consistent with the master planning documents adopted, updated, or amended by the Parties. It is the Parties' intent to have all future acquired properties and re-zoned properties which would fall within the purview of subparagraph 2.1 herein to be subject to this Agreement effective, if applicable, upon acceptance of an offer of dedication of that property.

2.5 Reciprocal Reversion Provisions. The Parties agree that, as of the effective date of this Agreement, any grant deed, grant of easement, dedication or other legal document granting an interest in real property between the Parties for recreation and park purposes and situated within the City's limits, shall contain a provision providing for a reversion in interest to the grantor in the event the property were to cease being used by the grantee for its stated purpose. To the extent possible, any document granting an interest in real property subject to the terms of this paragraph shall contain a clear statement of the intended use for the property being transferred. The party possessing the reversionary interest shall have the option to accept or reject the reversion at the time it is exercised or has become enforceable. By way of example and with no intent to limit the applicability of this section, if the City offered a parcel of land which was accepted by LARPD to be improved as a park, the City would include a provision in the grant deed providing for a reversion to the City (a clause stating that the City has the right to take back the land) in the event LARPD ceased to operate the park or ceased operations as a special district.

3. Special Agreements/Provisions. The Parties acknowledge that there exist properties that fall within the parameters of this agreement, but which are governed by special agreements between the parties. Where a special agreement applies to a property which otherwise would fall within the scope of this Agreement, the provisions within that agreement supersede any more general provisions contained herein. However, these properties are to be included in the electronic maps and Property Matrix Database maintained by the Parties.

The Parties acknowledge that the properties governed by special agreements each have features or attributes distinct from the other properties. The determination as to whether any property has a unique feature/attribute which would require a special agreement or provisions beyond the general provisions contained herein shall be made jointly by the Parties.

4. Licenses. For each Property identified in Section 2 above the electronic property maps and the Property Matrix Database and denoted as "City owned-LARPD maintained and LARPD owned-City maintained," the owner hereby grants a license to use the Property to the agency that maintains the Property. There is no monetary charge for the license given. The maintaining party's interest in each Property shall be subordinated to the lien of any mortgage, deed of trust, easement, or other encumbrance placed upon the Property by the owning party.

5. Use of Properties.

5.1 Public Uses. LARPD may use City Property licensed to LARPD under this Agreement for any reasonable public park or recreational purpose. LARPD shall have

custody and control over these Properties and shall have the right and responsibility to impose and enforce its Rules and Regulations.

5.2 Parking. Parking for any Property must conform to the City's parking requirements and to any LARPD requirements, as amended or renumbered.

5.3 Nuisance or Unsafe Conditions. The Parties shall not commit or permit any waste or nuisance to exist on a Property subject to this Agreement, nor shall it commit or permit any condition which endangers the Property, any persons, or an adjoining property. The Parties agree to comply, and require all other users to comply, with the federal, state, county and local laws and regulations.

6. Term of Agreement; Termination Provision.

6.1 Perpetual Agreement; Winddown Period. It is the intention of the Parties to create an Agreement that will continue for an indefinite duration until one or both Parties seek a substantial change in the working relationship between the Parties as to the Properties or the maintenance of the Properties. The Parties further acknowledge that discontinuation of the relationship between them will require an amount of time to cease operations, change/refund reservations and use permits, and/or change maintenance responsibilities at the Properties and to mitigate the potential impact to the employees of the Parties and the communities they serve. Therefore, the Parties intend to meet and confer to mutually create a winddown procedure should either or both Parties seek to terminate this Agreement.

6.2 Term of Agreement; Periodic Review. The Parties intend this Agreement to have an open-ended term and continue until either party provides the other with written notice of termination. Other than to increase or reduce the number or boundaries of Properties as stated herein, the Parties may agree to renegotiate this Agreement and any changes/amendments to this Agreement will require execution of a new Master Property Agreement which will rescind this Agreement. Due to its long-term nature, the Parties each agree to internally review this Agreement at least every ten (10) years to ensure that the needs of the Parties and the communities they serve are met by sustaining the continued viability, safety, and aesthetics of the Properties subject to this Agreement. As need arises, either Party may request a meeting to discuss this Agreement and any changes or amendments which might be needed.

6.3 Termination. Either party may terminate this Agreement by giving written notice to the other party. However, if either party ceases to be a legal entity or is precluded by law from meeting the responsibilities contained herein, this Agreement will terminate at that time or following a negotiated winddown process, whichever is sooner; termination shall only be considered "for cause" if either party ceases to be a legal entity or is precluded by law. At the time of any proposed termination other than for cause, the Parties shall meet in an attempt to resolve the differences leading to the termination or to arrange dissolution of the relationship between the Parties, to transition maintenance responsibilities, to determine any potential responsibility for future use and maintenance of the Properties, and to agree upon reimbursement for improvements in the form of facilities, hardscape, and/or landscape associated with the Properties consistent with Section 7.3 below.

6.4 Reduction/Partial Termination. Notwithstanding the foregoing, in the event either Party wishes to terminate or reduce its obligations to operate and maintain a Park or Trail (or a segment thereof) or related facility due to hardship, including, but not limited to,

funding sources, lack of ability to hire adequate manpower, and constraints created by law, the Party seeking to alter its obligations shall provide written notice to the other; within thirty (30) days of notice, the Parties agree to meet and confer relative to the fiscal viability and priority of maintaining existing Properties.

6.5 Surrender. Following termination of this Agreement or an agreed upon reduction/partial termination as stated in Section 6.4, a Party, if requested by the other Party in writing, shall surrender any property owned by the other in a condition consistent with all state and federal regulations applicable to the use and operation of the park, trail, and/or facility as practicable, excluding normal wear and tear unless the reason for surrender is due to the inability to perform the duties and obligations under the provisions of this Agreement, termination for cause, or the Parties have agreed pursuant to a different allocation of costs or responsibilities. The Parties agree to meet and confer to determine whether, consistent with Section 7.3, any reimbursement for the value of the improvements made is warranted.

7. City's Reservations and Responsibilities.

7.1 Inspection, Notice and Repair. The City, or any other easement holder, reserves the right to enter its Property at any reasonable time, to inspect, to supply necessary services, to survey or for any legitimate purpose so long as an application to obtain a Right of Entry from LARPD is submitted at least ten (10) calendar days prior to the proposed entry and all efforts, including, but not limited to changing/delaying the time of entry, are made to avoid disruption of program or facility management or operation; LARPD will make all reasonable efforts to approve City's Right of Entry application in a timely fashion. Emergency access will not require any prior notice. The City also reserves the right to install, construct, repair or maintain any public facility on City owned property and agrees to repair any damage caused by its activities to its previous state or one agreed upon by LARPD. The City agrees to meet and confer with LARPD relative to the location of any new facilities to be installed on the property and to obtain a Right of Entry from LARPD in advance of construction. The City and any other easement holder are subject to the direct cost of LARPD fees where a Right of Entry is required; LARPD may waive these fees at its sole discretion.

7.2 Removal of Park/Trail Properties from Agreement. Subject to the reimbursement provisions of Section 7.3 the City also reserves the right to remove any City-owned Park or Trail Property identified in the electronic maps and the Property Matrix Database from the provisions of this Agreement, following an ample opportunity to meet and confer about such removal has been afforded to LARPD, in no case less than six (6) months.

7.3 Reimbursable Improvements. In the event of sale or other transfer and/or relinquishment of title to any of the Properties (City owned-LARPD maintained) listed in Section 2, above, by the City to a third party, the City shall reimburse LARPD for the assessed value of its investments, including construction, rehabilitation, remodeling, or repairs, made to those Properties. Prior to making said reimbursement, the Parties agree to meet and confer relative to the value of those investments and any improvements, alterations or changes made pursuant to Section 8.6.

7.4 City Budget Review. Upon request, the City agrees to provide a copy of its draft annual operating and capital budget to LARPD's General Manager or designee at the earliest opportunity but in no event later than when the document first becomes available

for dissemination to the public pursuant to the Ralph M. Brown Act (CA Gov. Code § 54950, et. seq.) and prior to adoption by the City Council.

7.5 LMD & CFD Maintenance Funding. With respect to the funding of the maintenance costs of the LMDs and CFDs, the City agrees to provide the budgeted pass-through amount identified in the annual Engineer's report and approved by the City Council, which such amounts will be distributed by the City to LARPD on an annual basis. The City agrees to meet and confer with LARPD about the proposed pass-through amounts not less than 60 days prior to the adoption of the annual Engineer's report.

7.6 Utilities. City shall pay all utilities for the Properties it controls/maintains, including but not limited to, water, sewer, electricity, gas, telephone, and cable.

8. LARPD's Reservations and Responsibilities.

8.1 Utilities. LARPD shall pay all utilities for the Properties it controls/maintains, including but not limited to, water, sewer, electricity, gas, telephone, and cable.

8.2 Solid Waste, Compostable Material, and Recyclable Collection. As of the effective date of this Agreement, solid waste, compostable material, and recyclable collection services are provided by the City's franchise waste hauler and administered through a franchise agreement between the City and the franchise waste hauler. The Parties agree that LARPD may retain any and all monies, refunds, and/or rebates received from the disposal or sale of recyclable materials. To the extent that any provision of this Agreement relative to the solid waste, recyclable material, and compostable materials collection, processing and disposal services conflicts with either the franchise agreement (either currently written or as may be amended in the future) or the Livermore Municipal Code (LMC) provisions governing the collection, processing and disposal of waste, the terms of the franchise agreement and the LMC shall supersede.

8.3 Care and Maintenance. LARPD is responsible for undertaking, as well as for payment of the costs of the following:

- a. all reasonable care, maintenance and repair of equipment, playground and sports facilities, grounds, reasonable daily maintenance of buildings and infrastructure immediately adjacent thereto and serving the Property, landscape and hardscape now on or later placed on the Properties ("Facilities") such that these Facilities will remain serviceable and will not deteriorate unreasonably from their current condition, normal wear and tear excepted;
- b. compliance with all current maintenance codes and standards applicable to the subject Properties;
- c. maintenance of equipment installed on the property in accordance with the applicable manufacturer's recommendations, warranties and instructions;
- d. necessary and ordinary custodial, janitorial, gardening, and other services for the Properties; and
- e. compliance with all county, state, and federal regulations applicable to the use and activity undertaken with the Facility or on the Property.

The Parties understand and acknowledge that the level of maintenance may be subject to funding constraints outside the control of either party which may dictate, in any given year, the extent to which Properties can be maintained to the standards and expectations set forth herein. It is the Parties' express intent that the relationship of the Parties is such that LARPD will be responsible for the day-to-day maintenance of the Facilities to such a degree that the Facilities do not deteriorate significantly from their current condition, normal wear and tear excepted. The Parties understand and agree that the nature of repairs and maintenance envisioned by this section include, by way of example, such recurring maintenance or minor repairs as graffiti removal and abatement, repair of broken glass windows or doors, repair of minor plumbing problems (i.e., leaky faucets or toilets), cleanout and general maintenance of piping systems, and the maintenance and removal of trees.

8.4 Removal of Park/Trail Properties from Agreement. LARPD also reserves the right to remove any LARPD-owned Park or Trail Property identified in the electronic maps and the Property Matrix Database from the provisions of this Agreement, following an ample opportunity to meet and confer about such removal has been afforded to the City, in no case less than six (6) months.

8.5 LARPD Budget Review. Upon request, LARPD agrees to provide a copy of its draft annual operating and capital budget when the document first becomes available for dissemination to the public pursuant to the Ralph M. Brown Act (Gov. Code § 54950, et. seq.) to the City's Public Works Director and City Engineer, or their designees, prior to the adoption of the budget by LARPD's Board of Directors.

8.6 Improvements, Alterations or Changes in Use. LARPD shall obtain written approval from the City Manager or his or her designee, and obtain all required permits (from federal, state, or local agencies), before making any improvement or doing any construction or alterations to City Facilities (excluding routine maintenance) or before changing the use of the Property. LARPD is subject to the direct cost of City fees where improvements, construction or alterations require City permit authority. The City may waive these fees for minor alterations at the City's sole discretion. Such improvements or alterations shall be the property of the City and shall remain and be surrendered with the Property upon the termination of this Agreement subject to the provisions of Section 6 and the reimbursement provisions of Paragraph 7.3.

9. City and LARPD Joint Responsibilities.

9.1 Historic Properties. The Parties acknowledge that a number of the Properties may house historic structures and features in various stages of integrity and condition. The Parties agree that maintenance of these historic structures and features shall conform to Secretary of the Interior Standards. The Parties also acknowledge that the cost to upgrade these facilities through Capital Rehabilitation Projects (see definition in § 1.1) may be significant and possibly cost prohibitive. The responsibility for Capital Improvement Projects related to historic structures and features is to be the responsibility of the owner of the property, but the Parties shall work together to find and jointly pursue funding sources for these projects. The Parties agree to meet and confer as the need arises to develop a sequence or sequences of Capital Rehabilitation Projects and financing programs for these historic structures and features.

9.2 Property Maintenance. The Parties acknowledge that major maintenance and/or upgrades to existing Facilities which would constitute Capital Rehabilitation Projects as defined in Section 1.1 under this Agreement may be necessitated by changes in the law, the needs of the community, evolving use of the Properties, major repair/replacement, or other circumstances. For Properties without historic structures or features, it is the responsibility of the owner of the Facility to fund the required major maintenance and/or upgrade(s), but nothing in this section obligates that Party to undertake the cost of any project or precludes the other Party from seeking to share or fund the project to ensure it occurs. Likewise, instead of undertaking the project, the Parties may agree to preclude the use of or close the Facility or Property.

9.3 Insurance and Risk Management Procedure. LARPD and the City shall maintain property damage insurance for properties each owns and liability insurance for the properties it operates or controls belonging to the other party. Upon receipt of any third-party claim or potential legal action related to the Properties covered by this Agreement, the receiving Party will promptly notify the other.

LARPD and the City will confer on any claim that may affect the Parties' reservations, responsibilities, or liability under this Agreement in order to retain resolution possibilities for potential future claims. No Party will prejudice the rights of another Party until after the Parties confer on the claim.

9.4 Trail Maintenance and Costs. For purposes of trail maintenance, which has been difficult in the past due to the checkerboard nature of trail ownership, the Parties agree that each shall be responsible for the maintenance (including maintenance costs) of segments of trail as depicted on the electronically maintained trail map(s) and listed in the Property Matrix Database. Each party shall determine whether the work to be performed on its segment of Trail will be conducted by its staff or by a contractor. In the event a contractor is, or contractors are, retained for purposes of uniform trail maintenance, the cost shall be divided proportionately between the Parties relative to each party's linear feet of trail maintained. It is the responsibility of the party that operates and maintains the section of trail to routinely inspect the trail to ensure standards and/or agreements are met. The owner of each section of trail is allowed to periodically inspect that section of trail to ensure that the trail is being maintained pursuant to present maintenance standards and/or agreements. If a Party believes the standards and/or agreements are not being met, that Party is to notify the maintaining party that correction is needed.

All Trails will be included in the City's Pavement Management Program. As to each linear foot of trail maintained, the maintaining party shall only be responsible for a maximum area of ten (10) feet on each side of the trail. However, if the property line is less than ten (10) feet from the side of the trail, the party is only required to maintain up to the property line. Additionally, if a waterway (such as an arroyo, stream, or creek) or its bank is less than ten (10) feet from the side of the trail and would require a permit or other certification which the maintaining party does not possess, the maintenance area to the side of the trail ends at the waterway or its bank.

9.5 Meet and Confer. In order to ensure compatibility between Facilities owned by LARPD and Facilities owned by the City, the Parties agree to make a reasonable effort to meet and confer before amending their respective standards to optimize compatibility and cost-effectiveness of the equipment and materials utilized by each of the Parties. However,

agreement following the meet and confer process is not required before a Party may amend its standards regarding its Facilities.

10. LARPD Reservations. LARPD reserves the right to reject any park or other entitlements offered for dedication and acceptance until the time that the park or entitlement has been improved and constructed in conformance with the plans, specifications, and requirements approved by the LARPD Board of Directors. Upon intending to make an offer of a park or other entitlements, City staff shall meet with LARPD staff to determine mutually acceptable standards (including location, design and construction criteria), the timing of construction, and LARPD-revenue sources for maintenance and Facilities to be included (“park improvements”). The Parties agree to meet and confer relative to the park improvements in a timely manner in an effort to comply with the requirements of the California Permit Streamlining Act (Govt. Code § 65920, et. seq.). Following agreement by staff relative to the park improvements, LARPD staff will endeavor to secure approval of these park improvements from LARPD’s applicable committee and Board of Directors. Once the LARPD Board approves the park improvements, the Parties agree that there shall be no amendment of the park improvement plans unless both Parties agree to the amendment.

LARPD shall not be obliged to accept any park or other entitlement offered for dedication and acceptance, until the park has been finished and constructed in conformance with the approved plans, specifications, and requirements. Upon written notice of the filing of a Notice of Completion with the County of Alameda by the City, LARPD shall set the acceptance of the park or other entitlement on the agenda for the next meeting of the LARPD Board of Directors unless the notice is not received in time to place it on that agenda in which case it will be placed on the agenda for the following meeting. The LARPD Board of Directors shall review the finished park or other entitlement and related reports and shall accept it upon verifying that it was finished and constructed in conformance with the approved plans.

11. No Assignment. Except for routine Facilities maintenance and rentals, LARPD may not assign, transfer, sublet or otherwise encumber any rights or responsibilities under this Agreement to a third party without the prior written consent of the City Manager. Except for routine maintenance, the City may not assign, transfer, sublet or otherwise encumber any rights or responsibilities under this Agreement to a third party without the prior written consent of LARPD’s General Manager.

12. Taxes. Because this license Agreement is between two public agencies, no possessory interest subject to property taxation is created. (Revenue and Taxation Code § 107.6.)

13. Hold Harmless and Indemnification; Liens or Assessments; Prevailing Wages.

13.1 Hold Harmless and Indemnification.

a. To the fullest extent permitted by law LARPD shall hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, directors, employees, independent contractors, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with this Agreement, or in connection with LARPD’s failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City; however, this shall not be interpreted to mean that the indemnifying party is responsible for the other's comparative negligence. LARPD’s obligations to hold harmless, defend, and indemnify shall not be excused because of LARPD’s inability to evaluate Liability or because LARPD evaluates Liability and determines that LARPD is not liable to the claimant. These obligations shall survive the completion

or termination of this Agreement. LARPD must respond within 30 days to the tender of any claim for defense and indemnity by the City.

- b. To the fullest extent permitted by law City shall hold harmless, indemnify, and defend LARPD and its elected and appointed officials, officers, directors, employees, independent contractors, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with this Agreement, or in connection with City's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of LARPD; however, this shall not be interpreted to mean that the indemnifying party is responsible for the other's comparative negligence. The City's obligations to hold harmless, defend, and indemnify shall not be excused because of City's inability to evaluate Liability or because City evaluates Liability and determines that City is not liable to the claimant. These obligations shall survive the completion or termination of this Agreement. City must respond within 30 days to the tender of any claim for defense and indemnity by LARPD.

13.2 Liens or Assessments. LARPD and City, when making improvements to the Property, will keep the Property, including any improvements thereon, free and clear of any assessment or lien resulting from work done by them or on their behalf.

13.3 Prevailing Wages. LARPD and City shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the other party) the other party against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including employees, contractors and subcontractors) to pay prevailing wages as required by law.

14. Alternative Dispute Resolution.

14.1 Written Notice. Any controversies or claims between LARPD and the City regarding this Agreement must first be put in writing and delivered to the other Party pursuant to Section 15.1 herein. After a written claim is delivered, the Parties will promptly arrange to meet in good faith to attempt to resolve the issue(s) in question. If the Parties fail to come to an agreement on the resolution of an issue, all required administrative procedures, if any, must be followed.

14.2 Mediation. If the Parties are unable to resolve one or more controversy or claim after complying with the provisions of section 14.1, either Party may request mediation by submitting a written request to the other; this request is to state the issue or issues still in controversy and that Party's understanding of the position of each as to the remaining issue(s). The Parties hereby agree to submit the matter to mediation within thirty (30) calendar days after the written request or as soon thereafter as possible pursuant to the mediator's schedule. The mediation session shall not exceed one (1) workday of eight (8) hours absent a mutual written agreement signed by both Parties clearly stating the amount of additional time permitted. The Parties further agree that the mediation session will be attended by an officer, agent, or other person with authority to bind the Party to any settlement reached during the mediation session unless the law requires ratification of the settlement by a governing body; in such a circumstance, the Party shall use its best efforts to obtain that ratification.

14.3 Mediator. The Parties agree to work in good faith to select one mediator. If the parties cannot agree upon a mediator, a mediator with whom neither Party has worked and who has expertise in the subject area in controversy shall be selected from the Alameda County Superior Court's approved Mediator Panel. The mediator may require submission of the controversy in writing prior to the mediation session and the Parties agree to provide a copy of any such submission to the other Party at the same time the writing is provided to the mediator.

14.4 Costs of Mediation. Mediation under this section is a condition precedent to filing an action in any court. Costs of any mediation or other form of alternative dispute resolution shall be borne equally by the Parties.

14.5 Further Procedures. Only after the dispute resolution attempts set out above have failed to resolve a dispute between the Parties may one or both of the Parties file suit in the appropriate civil court.

14.6 Attorney's Fees. If either Party begins an action against the other to enforce this Agreement, the prevailing party is entitled to reasonable and necessary attorney's fees, costs of suit, investigation and discovery costs, including costs of appeal. The Parties agree that the court will determine whether either party is to be considered prevailing and what, if any, costs and fees are reasonable and necessary; each party shall be permitted to submit evidence of settlement offers to assist the court in its findings on this issue.

15. **Miscellaneous Provisions.**

15.1 Notices. Whenever a notice is required under this Agreement, unless otherwise specified, the notice shall be given in writing and either delivered personally or mailed to the other party by U.S. Postal Service to the named individuals (or by e-mail to the named individuals if otherwise specified or permitted in the Agreement):

City Manager
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

General Manager
Livermore Area Recreation and Park District
4444 East Avenue
Livermore, CA 94550

15.2 Amendment. Upon approval of this Agreement by the City Council and LARPD's Board of Directors, this Agreement may be amended from time to time as the Parties find necessary by written agreement signed by both the City Manager and the LARPD General Manager. Amendments that alter the intent and terms of this Agreement shall require formal authorization by the LARPD Board and City Council.

15.3 Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of Alameda, or where applicable, in the Federal District Court of California, Northern District.

15.4 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

15.5 Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

15.6 Cost Sharing. In the event provisions of this Agreement reference studies or processes to be jointly undertaken by the Parties, it is the Parties' intent to bear the costs of such studies equally, unless noted otherwise in this Agreement.

15.7 Recordation. This Agreement may be subject to the recordation requirements of Government Code section 37393. If recordation is necessary or desirable, the Parties may record a Memorandum of Agreement.

15.8 Interpretation. Neither party shall be considered the drafting party for the interpretation of this Agreement. Therefore, the convention construing this Agreement in favor of one party or against another shall not apply. Specifically, the Parties agree that the terms of Civil Code § 1654 shall not apply as to any interpretation of this Agreement.

16. Signatures.

CITY OF LIVERMORE

LIVERMORE AREA RECREATION AND
PARK DISTRICT

By: _____
Marianna Marysheva, City Manager

By: _____
Mathew Fuzie, General Manager

Authorized by City Council Resolution
No. _____

Authorized by LARPD Board Resolution
No. _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Jason Alcalá, City Attorney

By: _____
Thomas Terpstra, Neumiller & Beardslee

ATTACHMENT B - 2010 Agreement



LOG #CC0010-290

City Clerk's Office

1052 South Livermore Avenue

Livermore, CA 94550-4899

Phone: 925.960.4200 Fax: 925.960.4205

DOCUMENT TRANSMITTAL FORM

Date: October 4, 2010

To: Livermore Area Recreation & Park District
Attn: Timothy Barry, General Manager
4444 East Avenue
Livermore, CA 94550

cc: D. McIntyre
C. Sheets

PLEASE READ THE FOLLOWING:

Original document and resolution copy enclosed for your records

Date of Document:	September 27, 2010
Type of Document:	Master Property Agreement
Parties:	City of Livermore and Livermore Area Recreation & Park District

Susan Neer, City Clerk
By: Roberta Mathews
925.960.4200

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING SIGNING OF A MASTER PROPERTY AGREEMENT BETWEEN THE CITY OF LIVERMORE AND THE LIVERMORE AREA RECREATION AND PARK DISTRICT

There has been a long-standing, mutually beneficial relationship between the City and the Livermore Area Recreation and Park District, including the development of park and recreation facilities and programs within the City of Livermore. The Livermore Area Recreation and Park District operates a number of facilities owned by the City. These facilities have been governed in some cases by formal agreements and in some cases by informal staff understandings between the Livermore Area Recreation and Park District and the City. The Master Property Agreement consolidates and formalizes the operational and financial responsibilities of the City and the Livermore Area Recreation and Park District for trails, parks, historic buildings, and other facilities. The Master Property Agreement also provides a framework for further Livermore Area Recreation and Park District and City discussions about facility, park and trail maintenance, and funding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Manager is authorized to sign, on behalf of the City of Livermore, the Master Property Agreement Between the City of Livermore and the Livermore Area Recreation and Park District.

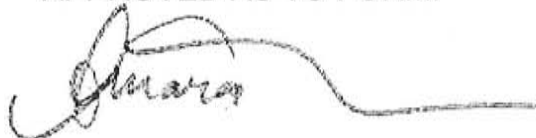
On the motion of Councilmember Marchand, seconded by Mayor Kamena, the foregoing resolution was passed and adopted on the 27th day of September, 2010, by the following vote:

AYES: Councilmember Marchand, Vice Mayor Horner, Mayor Kamena
NOES: None
ABSENT: Councilmembers Leider, Williams
ABSTAIN: None

ATTEST & DATE:


CITY CLERK
SUSAN NEER

APPROVED AS TO FORM:


SPECIAL COUNSEL
AMARA MORRISON

DATE: September 28, 2010

Master Property Agreement
Between The City of Livermore and
The Livermore Area Recreation and Park District
FINAL
(September 14, 2010)

TABLE OF CONTENTS
MASTER PROPERTY AGREEMENT

RECITALS	1
1. Definitions: Capital Rehabilitation Projects; Facilities; Landscape Maintenance District; Parkways: Trailways or Trails	2
2. Properties Subject to this Agreement: General; Park Property Map– Exhibit A; Park Property List – Exhibit A-1; Trail Property Map and Index – Exhibit B; Trail Property List Exhibit B-1; Trail Property Map (City-owned/LARPD-maintained) – Exhibit B-2; Conflict Between Text and Exhibit; Future Acquisitions and Amendments; Reciprocal Reversion Provisions	3
3. Special Provisions	5
4. Licenses	5
5. Use of Properties: Public Uses; Parking; Nuisance or Unsafe Conditions	5
6. Term of Agreement; Termination	6
7. City’s Reservations and Responsibilities: Inspection, Notice and Repair; Removal of Park/Trail Properties from Agreement; Maintenance of Carnegie Park; Reimbursable Improvements; City Budget Review; LMD Maintenance Funding	7
8. LARPD’s Reservations and Responsibilities: Utilities; Solid Waste, Compostable Materials and Recyclable Collection; Care and Maintenance; LARPD Budget Review; Improvements, Alterations or Changes in Use	8
9. City and LARPD Joint Responsibilities: Historic Properties; Inventory and Periodic Review; Insurance; Trail Maintenance and Costs; Meet and Confer	10
10. LARPD Reservations	12
11. No Assignment	13

12. Taxes	13
13. Hold Harmless and Indemnification; Liens or Assessments; Prevailing Wages	13
14. Alternative Dispute Resolution: Written Notice; Mediation; Mediator; Costs of Mediation; Further Procedures; Attorneys Fees	13
15. Miscellaneous Provisions: Notices; Amendment; Cost Sharing; Recordation	14
16. Rescission of Prior Agreements	15
17. Signatures	16

EXHIBITS

- A Park Property Map
- A-1 Park Property List
- B Trail Property Map and List
- B-1 Trail Property List
- B-2 Trail Property Map (City-owned/LARPD-maintained)
- C Special Provisions Pertaining to Existing Agreements
- D Insurance Requirements for LARPD

**MASTER PROPERTY AGREEMENT
BETWEEN THE CITY OF LIVERMORE AND
THE LIVERMORE AREA RECREATION AND PARK DISTRICT**

This Agreement is entered into effective September 27, 2010, between the City of Livermore (City) and the Livermore Area Recreation and Park District (LARPD).

RECITALS

A. LARPD is an independent special district providing park development, maintenance and recreational program services under the Recreation and Park District Law of California (Public Resources Code section 5780, et. seq.). The LARPD service area includes an approximately 240-square mile portion of eastern Alameda County and encompasses the City of Livermore.

B. The City is a municipal corporation, organized under the laws of the state of California.

C. There has been a long-standing, mutually beneficial relationship between the City and LARPD, including the development of park and recreation facilities and programs within the City of Livermore.

D. The City and LARPD have cooperated in the acquisition, use and maintenance of properties in the City, including buildings, parks and trail properties. The acquisition of the park and trail properties has primarily been the responsibility of the City, which has generally given possession of these properties to LARPD for the purpose of development and maintenance. Existing agreements cover some of the properties; others have been handled informally, without written agreements. The parties will rescind certain prior property agreements concurrently with the adoption of this Master Property Agreement. (See Section 16).

E. In 1970, both parties entered into the Joint Acquisition and Development of Parks Agreement. This document has been amended at least four times, and the parties' duties and responsibilities have changed since the last amendment, prompting the parties to enter into a new agreement. City and LARPD wish now, for the benefit of both parties, to clarify and consolidate their understanding regarding the parties' respective duties and responsibilities relative to the acquisition, ownership, operation and maintenance of buildings, parks and trail properties within the City and the maintenance of certain Landscape Maintenance Districts.

F. This Agreement is not intended to, and does not, convey fee title of any property from one entity to the other. Any such conveyance the parties may agree to will be handled (and recorded) by separate legal instrument. However, in an effort to retain local

control over local recreational and park assets, the parties agree that, henceforth, whenever either party to this Agreement transfers an interest in real property to the other party, the deed, easement or other document granting the interest shall contain a reversion in interest to the grantor should the property interest conveyed cease being used for its intended purpose.

G. Given the current status of the state's economy and the budgetary constraints facing the state of California, special districts and municipalities, the parties are particularly aware of the likelihood that continued budget shortfalls and resultant cutbacks will result during the term of this Agreement. Accordingly, the parties acknowledge that careful and considered decisions will need to be made in the future relative to the trade-off between an acceptable standard of park and trail maintenance and continued expansion of the park and trail system without adequate funding for additional maintenance.

Now, therefore, subject to the mutual covenants and conditions contained herein, the parties agree as follows:

1. Definitions.

1.1 Capital Rehabilitation Projects. "Capital Rehabilitation Projects" shall mean any major replacement, rehabilitation, or repair that costs over \$120,000 and includes, by way of example, such items as the replacement of a roof or the heating/air conditioning/ventilation system or structural repairs, foundation repairs, seismic upgrades, fire code compliance, asbestos and lead paint removal, Americans with Disabilities Act compliance, water main repair and sewer lateral replacement. Items not considered to be Capital Rehabilitation Projects include, by way of example, the following: repair of broken glass windows or doors; graffiti removal and abatements; repair of minor plumbing problems such as leaky faucets or toilets; the cleaning and general maintenance of piping systems; and the removal of dangerous trees.

1.2 Facilities. "Facilities" shall mean all equipment, playground and sports furnishings, grounds, buildings, improvements and infrastructure serving a park or trail property subject to the Master Property Agreement, including landscaping and hardscaping.

1.3 Landscape Maintenance District. "Landscape Maintenance District" or "LMD" shall mean those districts formed pursuant to the Landscape and Lighting Act of 1972 for the maintenance of landscaping improvements.

1.4 Parkways. "Parkways" shall mean the area within the public right-of-way lying between the curb and sidewalk.

1.5 Trailways or Trails. “Trailways” or “Trails” shall mean an unpaved or paved path of travel utilized by pedestrians, equestrians and/or bicycles. Notwithstanding the foregoing, this Agreement shall not apply to unpaved trails used exclusively for hiking, owned by either the City or LARPD.

2. **Properties Subject to this Agreement.**

2.1 General. The properties that are subject to this Agreement are all those properties and trails within the City of Livermore which are:

a. Owned by the City in either fee title or held in easement, and are licensed, leased, operated, or maintained by LARPD. They include parks, trails, parkways, trailways, landscape maintenance districts, landscape easements, recreational facilities, and other facilities associated therewith; and

b. Owned by LARPD in either fee title or held in easement, but which may be used, serviced, maintained, or staffed by the City.

Additionally, the properties subject to the trail maintenance standards set forth in Section 9.4 of this Agreement include those trails:

c. Owned by the City in either fee title or held in easement, and used and maintained by the City; and

d. Owned by LARPD in either fee title or held in easement and located immediately adjacent to City limits, and used and maintained by LARPD.

Collectively, these shall be referred to as “Properties” or “Property” and are further described in Sections 2.2, 2.3, 2.4, 2.5 and 2.6 below.

Collectively, these shall be referred to as “Properties” or “Property”, and are further described in Sections 2.2, 2.3, 2.4, 2.5 and 2.6 below.

2.2 Park Property Map—Exhibit A. Attached as Exhibit A is a map of the Park Properties covered by this Agreement. Only those parks which are City owned in fee or by easement and maintained by LARPD are covered by this Agreement.

2.3 Park Property List—Exhibit A-1. The list of park properties subject to this Agreement is attached as Exhibit A-1, in table form. Each listed Property includes the real property identified by name and Alameda County Recorder’s series number(s) and any buildings and other improvements existing thereon.

2.4 Trail Property Map—Exhibit B. Attached as Exhibit B is a map of all existing and planned (as of the effective date of this Agreement) Trail Properties, including trailways and parkways, covered by this Agreement.

2.5 Trail Property List—Exhibit B-1. Attached as Exhibit B-1 is a list of all existing and planned (as of the effective date of this Agreement) Trail Properties, including trailways and parkways, covered by this Agreement, as well as a list of the trails subject to this Agreement.

2.6 Trail Property Map (City-owned/LARPD-maintained and LARPD-owned/City-maintained)—Exhibit B-2. The map of City-owned/LARPD-maintained and LARPD-owned/City-maintained properties subject to this Agreement is attached as Exhibit B-2. Each listed Property includes the real property or easement identified by name, trail segment number and Alameda County Recorder's series number(s).

2.7 Conflict Between Text and Exhibit. In the event of a conflict between the text of this Agreement and an exhibit, relative to the specific maintenance of a park or trail, the exhibit depicting the maintenance responsibilities shall prevail.

2.8 Future Acquisitions and Amendments. Generally the parties intend to continue to implement the intent of the 1970 Joint Acquisition and Development of Parks Agreement; that is, the City will either acquire, or assist in acquiring, Properties that will be improved, maintained and operated by LARPD. Regarding trails, either Party may acquire Properties in fee or by easement, which will be improved, maintained and operated by the parties, consistent with the City of Livermore Bikeways and Trails Master Plan (2001) and the LARPD Parks, Recreation and Trails Master Plan (2008) and as may be updated or amended in the future. The parties may amend this Agreement from time to time, under paragraph 15.2, including an amendment to substitute a new Exhibit A, A-1, B, B-1 and/or B-2 whenever the list of Properties, or the ownership, operation or maintenance, changes. While the parties agree to update, on at least a bi-annual basis, any exhibit reflecting changes in Property ownership, operation or maintenance, it is parties' intent to have those Properties subject to this Agreement effective upon LARPD's acceptance of an offer of dedication of any new Property.

2.9 Reciprocal Reversion Provisions. The parties agree that, as of the effective date of this Agreement, any grant deed, grant of easement, dedication or other legal document granting an interest in real property, whether from City to LARPD or from LARPD to City, for recreation and park purposes (as defined by the LARPD Parks, Recreation and Trails Master Plan or similar LARPD master planning document) and situated within the City's limits, shall contain a provision providing for a reversion

in interest to the grantor in the event the property were to cease being used by the grantee for its stated purpose. To the extent possible, any document granting an interest in real property subject to the terms of this paragraph shall contain a clear statement of the intended use for the property being transferred. The party possessing the reversionary interest shall have the option to accept or reject the reversion at the time it's exercise is or has become enforceable. By way of example and with no intent to limit the applicability of this section, if the City offered a 10-acre parcel of land to LARPD to be improved as a park, the City would include a provision in the grant deed providing for a reversion to the City in the event LARPD ceased to operate the park or ceased operations as a special district.

3. Special Provisions. The provisions applicable to most of the Properties are set forth in the body of this Agreement. Where special provisions apply to a particular Property, they are set forth in Exhibit C and they supersede the other, more general Provisions of this Agreement. It is the parties' intent, however, that the maintenance provisions set forth in this Agreement shall apply to the Properties and agreements identified in Exhibit C.

4. Licenses. For each Property identified in Exhibits A, A-1, B, B-1 and B-2 and denoted as "City owned-LARPD maintained and LARPD-owned-City maintained," the owner hereby grants a license to use the Property to the agency that maintains the Property. There is no monetary charge for the license given. LARPD's interest in each Property shall be subordinated to the lien of any mortgage, deed of trust, easement or other encumbrances placed upon the Property by the City.

5. Use of Properties.

5.1 Public Uses. LARPD may use City Property licensed to LARPD under this Agreement for any reasonable public park or recreational purpose. LARPD shall have custody and control over these Properties and shall have the right and responsibility to impose and enforce its Rules and Regulations (LARPD Ordinance No. 8 dated March 27, 2009, and as may be amended). LARPD agrees to provide written notice of not less than ten (10) business days (and as soon as practicable) to the City of major events (defined as events with over 200 people that serve/sell alcohol or teen dances) planned and to require the third party users to comply with LARPD's Facility Use Rules and Regulations. "Written notice" shall be construed to include electronic mail. In the event the notice provided is less than ten (10) business days, the City agrees to use all reasonable efforts to accommodate LARPD's request.

In the event a third party contracts with LARPD to use a City-owned park or trail for something other than a park or trail-related use (e.g., a contractor utilizing property for off-site construction purposes), LARPD

agrees to provide reasonable notice to the City of such use and to require the third party to obtain a building permit, an encroachment permit or other applicable permit or approval(s) (including, but not limited to, proof of insurance) from the City. The City agrees, upon receipt of completed permit application(s) for such work, to forward the permit applications(s) to LARPD to allow LARPD to impose any additional conditions on the work it deems necessary and to return same to the City at least 48 hours in advance of the commencement of the work.

5.2 Parking. Parking for any Property must conform to the City's parking requirements (LPZC Chapter 3-20) and to any LARPD requirements.

5.3 Nuisance or Unsafe Conditions. LARPD shall not commit or permit any waste or nuisance to exist on a Property subject to this Agreement, nor shall it commit or permit any condition which endangers the Property, any persons or an adjoining property. LARPD agrees that it shall comply, and require all other users to comply, with the federal, state, county and City laws and regulations.

6. Term of Agreement; Termination. The term of this Agreement is ten (10) years. Either party shall have the right to request renewal of this Agreement for four (4) additional ten (10) year periods. The request to renew this Agreement shall be made not later than one hundred and eighty (180) days prior to the expiration of this Agreement or any extension period.

Either party may terminate this Agreement by giving six (6) months' written notice to the other party. Termination shall only be for cause or if either party ceases to be a legal entity. At the time of any proposed termination for cause, the parties shall meet in an attempt to resolve the differences leading to the cause for termination, or to arrange the transition of maintenance responsibilities and to determine responsibility for the future use and maintenance of the Properties.

It is the parties' express intent in executing this Agreement to sustain the continued viability, safety and aesthetics of existing Properties subject to this Agreement. Notwithstanding the foregoing, in the event LARPD wishes to terminate or reduce its obligations to operate and maintain a Park or Trail (or a segment thereof) due to demonstrated financial hardship, the parties agree to meet and confer relative to the fiscal viability and priority of maintaining existing Properties relative to the construction of new facilities.

At the end of the term, or any extensions of the term, or upon sooner termination, LARPD shall, if requested by the City in writing, surrender City-owned Properties and any improvements constructed or placed thereon to the City. Properties thus surrendered, and which have been operated by LARPD, must be in a condition consistent with all state and federal regulations applicable to the use and operation of the facility, excluding

normal wear and tear unless the reason for the surrender is due to LARPD's demonstrated financial inability to perform its duties and obligations under the provisions of this Agreement or unless the Parties have agreed, pursuant to Section 9.2 to a different cost allocation. The parties agree to meet and confer to determine whether, pursuant to Section 7.4, any reimbursement to LARPD for the value of the improvements made by LARPD on City-owned property is warranted.

7. City's Reservations and Responsibilities.

7.1 Inspection, Notice and Repair. The City, or any other easement holder, reserves the right to enter its Property at any reasonable time, to inspect, to supply necessary services, to survey or for any legitimate purpose so long as 48 hours' written notice (which includes electronic mail) is provided to LARPD in order to avoid disruption of program or facility management or operation. Emergency access will not require any prior notice. City also reserves the right to install, construct, repair or maintain any public facility on City owned property and agrees to repair any damage caused by its activities. City agrees to meet and confer with LARPD relative to the location of any new facilities to be installed on the property, in advance of construction.

7.2 Removal of Park/Trail Properties from Agreement. Subject to the reimbursement provisions of Section 7.4, the City also reserves the right to remove any Park or Trail Property identified on Exhibits A, A-1, B, B-1, or B-2 from the provisions of this Agreement, following an ample opportunity to meet and confer about such removal has been afforded to LARPD, in no case less than 60 days.

7.3 Maintenance of Carnegie Park. The parties agree that, within two (2) years from the effective date of this Agreement, the City shall assume the maintenance responsibilities for Carnegie Park grounds and that LARPD shall have no further responsibility for maintenance of Carnegie Park grounds. Following the City's assumption of the maintenance responsibilities, LARPD agrees to redirect funds previously used to maintain the Carnegie Park grounds to other Properties subject to this Agreement and those Properties' maintenance costs. The City shall have the right and responsibility to schedule events on Carnegie Park grounds. In two (2) years' time from the effective date of this Agreement, the City may consider assumption of the maintenance, control, and possession of the building located at Carnegie Park at its sole discretion, if formally approved by the City Council.

7.4 Reimbursable Improvements. In the event of sale or other transfer and/or relinquishment of title to any of the Properties (City owned-LARPD maintained) listed in Section 2, above, by the City to a third party, the City shall reimburse LARPD for all capital improvement expenditures

made by it on rehabilitation, remodeling or repairs, factoring in the depreciated value of those improvements, made to those Properties within the ten (10) year period immediately preceding such transfer and/or relinquishment. Prior to making such capital improvement expenditures, the parties agree to meet and confer relative to the nature and extent of the improvements to be made for these improvements and those made pursuant to Section 8.5.

7.5 City Budget Review. Upon request, the City agrees to provide a copy of its draft annual operating and capital budget to LARPD's General Manager or his designee for review and comment at the earliest opportunity but in no event later than when the document first becomes available for dissemination to the public pursuant to the Ralph M. Brown Act (CA Govt. Code § 54950, et. seq.) and prior to adoption by the City Council.

7.6 LMD Maintenance Funding. With respect to the funding of the maintenance costs of the LMDs, the City agrees to provide the budgeted pass-through amount identified in the annual Engineer's report and approved by the City Council, which such amounts will be distributed by the City to LARPD on an annual basis. City agrees to meet and confer with LARPD about the proposed pass-through amounts not less than 60 days prior to the adoption of the annual Engineer's report.

8. LARPD's Reservations and Responsibilities.

8.1 Utilities. LARPD shall pay all utilities for the Property, including but not limited to: water, sewer, electricity, gas, telephone and cable.

8.2 Solid Waste, Compostable Material and Recyclable Collection. As of the effective date of this Agreement, solid waste, compostable material and recyclable collection services are provided by the City's franchise waste hauler and administered through a franchise agreement between the City and the franchise waste hauler. The parties agree that LARPD may retain any and all monies, refunds and/or rebates received from the disposal or sale of recyclable materials. To the extent that any provision of this Agreement relative to the solid waste, recyclable material and compostable materials collection, processing and disposal services conflicts with either the franchise agreement (either currently written or as may be amended in the future) or the Livermore Municipal Code (LMC) provisions governing the collection, processing and disposal of waste, the terms of the franchise agreement and the LMC shall supersede.

8.3 Care and Maintenance. LARPD is responsible for undertaking, as well as for payment of the costs of the following:

- a. all reasonable care, maintenance and repair of equipment, playground and sports facilities, grounds, reasonable daily maintenance of buildings and infrastructure immediately adjacent thereto and serving the Property, landscaping and hardscaping now on or later placed on the Properties (“Facilities”) such that these Facilities will remain serviceable and will not deteriorate unreasonably from their current condition, normal wear and tear excepted;
- b. compliance with jointly developed building maintenance standards designed to maintain the structural integrity of the buildings, and which such building maintenance standards shall be based generally upon R.S. Means Facilities Maintenance and Repair Cost Data Manual, the Uniform Building Code, the Independent Society of Arboriculture, LARPD’s Park Maintenance Standards, dated June 2009 and LARPD’s Trail Maintenance Standards, and as those documents may be amended, subject to City’s review and comment, from time to time;
- c. maintenance of equipment installed on the property in accordance with the applicable manufacturer’s recommendations, warranties and instructions;
- d. necessary and ordinary custodial, janitorial, gardening and other services for the Properties.
- e. compliance with all state and federal regulations applicable to the use and activity undertaken with the Facility or on the Property.

The parties understand and acknowledge that the level of maintenance may be subject to funding constraints outside the control of either party which may dictate, in any given year, the extent to which Properties can be maintained to the standards and expectations set forth herein. It is the Parties’ express intent that the relationship of the Parties is such that LARPD will be responsible for the day-to-day-maintenance of the Facilities to such a degree that the Facilities do not deteriorate significantly from their current condition, normal wear and tear excepted. The parties understand and agree that the nature of repairs and maintenance envisioned by this section include, by way of example, the following: repair of broken glass windows or doors; graffiti removal and abatements; repair of minor plumbing problems such as leaky faucets or toilets; the cleaning and general maintenance of piping systems; and the removal of dangerous trees.

8.4 LARPD Budget Review. Upon request, LARPD agrees to provide a copy of its draft annual operating and capital budget when the document first becomes available for dissemination to the public pursuant to the Ralph M. Brown Act (Gov. Code, § 54950, et. seq.) to the City’s Public

Works Director and City Engineer, or their designees, for review and comment prior to the adoption of the budget by LARPD's Board of Directors.

8.5 Improvements, Alterations or Changes in Use. LARPD shall obtain written approval from the City Manager or his or her designee, and obtain all required permits (from federal, state or local agencies), before making any improvement or doing any construction or alterations to City Facilities (excluding routine maintenance) or before changing the use of the Property. LARPD is subject to the direct cost of City fees where improvements, construction or alterations require City permit authority. The City may waive these fees for minor alterations at the City's sole discretion. Such improvements or alterations shall be the property of the City and shall remain and be surrendered with the Property upon the expiration of this Agreement (unless surrendered sooner than the expiration of the Agreement), subject to the reimbursement provisions of Paragraph 7.4, above except if the parties agree that the nature of the improvement or change in use is for a special purpose that the City would not have undertaken (e.g., the construction of a rock-climbing wall or skateboard park).

9. City and LARPD Joint Responsibilities

9.1 Historic Properties. The parties acknowledge that a number of Properties house historic structures and features, which are in various stages of integrity and condition. The parties also acknowledge that the cost to upgrade these facilities through Capital Rehabilitation Projects (see definition in Section 1.1), which include the buildings at Carnegie Park, Ravenswood, and the Barn, will be significant. The parties agree to meet and confer within twenty-four (24) months of the effective date of this Agreement to develop a sequence of Capital Rehabilitation Projects and financing programs for these historic facilities including, for example, seismic upgrades, fire code compliance, asbestos and lead paint removal and Americans with Disabilities Act requirements. These upgrade, repair, rehabilitation and financing efforts are anticipated to be undertaken in conjunction with the Inventory and Periodic Review required by Section 9.2 below. In an effort to control cost and provide the needed work, the parties agree to jointly pursue alternative funding sources and mechanisms.

9.2 Inventory and Periodic Review. The parties have recently participated in the joint preparation of an inventory of all the buildings subject to this Agreement. The purpose of this inventory was to establish the existing condition of the Facilities and to identify all of the work required to restore and maintain each of the Facilities, including any equipment associated with the Facility ("baseline inventory") and to

utilize this inventory and periodic review process as a way to monitor maintenance of the Facilities. The parties agree to a joint review of the Facilities against the baseline inventory to determine preferred prioritization of Capital Rehabilitation Projects (see Section 1.1), which review shall occur no less frequently than every 5 years, unless sooner if requested by either party. The cost for any survey of inventory shall be borne equally between the parties.

In addition, LARPD agrees to make available to the City, upon request, a current maintenance log of all major maintenance performed by LARPD on any specifically designated Facilities.

The parties agree to meet and confer relative to responsibility for the costs of Capital Rehabilitation Projects for Facilities, which may be necessitated by changes in the law, the use of the Properties or for emergency major repair or replacement but this section in no way obligates the City or LARPD to pay some or all of the costs associated with these Capital Rehabilitation Projects. In the event the cost to undertake a Capital Rehabilitation Project is determined to be cost prohibitive and neither the City or LARPD can identify alternative or supplemental funding, the City may, in its sole discretion, close the Facility or Property to preclude further use thereof.

9.3 Insurance. LARPD and the City shall maintain property damage and liability insurance of the type and in the amounts set forth in Exhibit D, insurance provisions, for properties they operate or control which belong to the other party.

9.4 Trail Maintenance and Costs. For purposes of trail maintenance, which has been difficult in the past due to the checkerboard nature of trail ownership, the parties agree that each of the parties shall be responsible for the maintenance (including the maintenance costs) of segments of trail as depicted on Exhibits B, B-1 and B-2. The maintenance responsibilities may be amended by mutual written agreement of the Parties and shall be reflected in revised Exhibits B, B-1 and B-2, pursuant to Section 2.8. Each party shall determine whether the work to be performed on its segment of Trail will be conducted by the party's staff or by a contractor, depending upon the location of the Trail segment, its proximity to an existing park, and its ease of access, among other factors. The parties agree, within eighteen (18) months of the effective date of this Agreement, to mutually develop and implement streamlined maintenance procedures and responsibilities for the trails and to endeavor to use the same maintenance standards and specifications. In the event a contractor is, or contractors are, retained for purposes of uniform trail maintenance, the cost shall be divided proportionately between the parties, with the City paying its share of the maintenance costs and LARPD paying its share of the maintenance

costs as determined by a cost allocation study to be completed within eighteen (18) months of the effective date of this Agreement.

As of the effective date of this Agreement, all Trails will be included in the City's Pavement Management Program (PMP). The PMP will help prioritize trails for maintenance purposes.

The parties also agree to identify one telephone number to which the public may direct inquiries or comments relative to trail maintenance and to post signs along trails with such contact information. New and replacement signs will be installed by each party in the usual course of each party's operations, with no deadline specified.

The parties further agree to investigate and consider a division of maintenance responsibilities whereby the City would be responsible for the maintenance of all Trails identified on Exhibits B, B-1 and B-2 and historic buildings existing within the Park Properties and LARPD would be responsible for the maintenance of Park Properties.

9.5 Meet and Confer. In order to ensure compatibility between facilities owned by LARPD and facilities owned by the City, the parties agree to meet and confer relative to any amendments to their respective standards to optimize compatibility and cost-effectiveness of the equipment and materials utilized by each of the parties. The City and LARPD will also meet and confer relative to any financial obligation required to maintain the Facilities for Capital Rehabilitation Projects pursuant to Section 9.

10. LARPD Reservations. LARPD reserves the right to reject any park, offered for dedication and acceptance which is less than six (6) acres in size for purposes of maintenance. Prior to approval of entitlements for any project which includes the construction of a park, the City staff shall meet with LARPD staff to determine mutually acceptable standards for the park, including location, design and construction criteria, the timing of construction and LARPD-revenue sources for maintenance and amenities to be included in the park ("park improvements"). The parties agree to meet and confer relative to the park improvements in a timely manner in an effort to comply with the requirements of the California Permit Streamlining Act (Government Code § 65920 *et. seq.*). Following agreement by staff relative to the park improvements, LARPD staff will endeavor to secure LARPD Facilities' Committee and Board of Directors' approval of these park improvements. Once the LARPD Board approves the park improvements, the parties agree that there shall be no amendment of the park improvement plans unless both parties agree to the amendment. LARPD shall not be obliged to accept any park offered for dedication and acceptance, until the park has been finished and constructed in conformance with the approved plans, specifications and requirements. Provided the park offered for dedication and acceptance has been improved and constructed in conformance with the approved plans, specifications and requirements, LARPD shall not have the right to reject that offer of dedication.

11. No Assignment. Except for routine facilities' maintenance and rentals, LARPD may not assign, transfer, sublet or otherwise transfer or encumber any rights or responsibilities under this Agreement to a third party without the prior written consent of the City Manager.

12. Taxes. Because this license Agreement is between two public agencies, no possessory interest subject to property taxation is created. (Revenue and Taxation Code § 107.6.)

13. Hold Harmless and Indemnification; Liens or Assessments; Prevailing Wages.

13.1 Hold Harmless and Indemnification. The City and LARPD shall each defend, indemnify and hold harmless the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with the performance under this Agreement, save and except for any liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with the negligence or willful conduct of the other party, its officers, officials, employees and designated volunteers.

13.2 Liens or Assessments. LARPD and City, when making improvements to the Property, will keep the Property, including any improvements thereon, free of any assessment or lien on account of work done by them or on their behalf.

13.3 Prevailing Wages. LARPD and City shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the other party) the other party against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including employees, contractors and subcontractors) to pay prevailing wages as required by law.

14. Alternative Dispute Resolution.

14.1 Written Notice. Any controversies or claims between LARPD and the City regarding this Agreement must first be put in writing and delivered to the other Party. After a written claim is delivered by one Party to the other, the Parties will promptly arrange to meet in good faith to attempt to resolve the issue in question. If the Parties fail to come to an agreement on the resolution of the issue, all required administrative procedures must be followed.

14.2 Mediation. If attempts to resolve the dispute at the administrative staff level are unsuccessful, the parties agree to submit the matter to mediation within thirty (30) calendar days after the written request for mediation is delivered by one party to the other.

14.3 Mediator. In order to facilitate the mediation process, the Parties must agree on one mediator. The mediation meeting shall not exceed one work day (eight (8) hours). The Parties may extend the time allowed for mediation by mutual agreement under this Agreement.

14.4 Costs of Mediation. Mediation under this section is a condition precedent to filing an action in any court. Costs of any mediation or alternative dispute resolution shall be borne equally by the parties.

14.5 Further Procedures. Only after both the administrative dispute resolution procedure and the mediation procedure have failed to resolve a dispute between the Parties may one or both of the Parties file suit in the appropriate civil court.

14.6 Attorney's Fees. If either party begins an action against the other to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs of suit, investigation and discovery costs, including costs of appeal.

15. Miscellaneous Provisions.

15.1 Notices. Whenever a notice is required under this Agreement, the notice shall be given in writing and either delivered personally or mailed to the other party by U.S. mail service to the named individuals (or by e-mail to the named individuals if otherwise specified or permitted in the Agreement):

City Manager
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

General Manager
Livermore Area Recreation and Park District
4444 East Avenue
Livermore, CA 94550-5053

15.2 Amendment. This Agreement (including any Exhibit) may be modified by written agreement signed by both parties. Properties may be added or removed from the list of properties by an amendment to Exhibits A, A-1, B, B-1 and B-2, approved by the City Manager and the General

Manager in writing. The amendments of Exhibits A, A-1, B, B-1 and B-2 shall not require formal authorization by the LARPD Board or City Council.

15.3 Cost Sharing In the event provisions of this Agreement reference studies or processes to be jointly undertaken by the Parties, it is the parties' intent to bear the costs of such studies equally, unless noted otherwise in this Agreement.

15.4 Recordation. This Agreement may be subject to the recordation requirements of Government Code section 37393. If recordation is necessary or desirable, the parties may record a Memorandum of Agreement.

16. Rescission of Prior Agreements. Over many years, the City and LARPD have entered into various property agreements. It is the parties' intention to consolidate all provisions into this Master Property Agreement. The following known agreements are rescinded. Exhibit C to this Agreement identifies those agreements between LARPD and the City which remain separate agreements and not subject to the terms and provisions of this Agreement. It is the parties' intent, however, that the maintenance provisions set forth in this Agreement shall apply to the Properties and agreements identified in Exhibit C.

General: Joint Acquisition and Development of Parks, 1970 Agreement and any amendments.

Civic Center: License Agreement for the Civic Center Storage Shed, 1976 Agreement and any amendments. Same Agreement as The Barn.

Hansen Ranch Park: Agreement—Hansen Ranch Park, 1969 Agreement and any amendments.

Ravenswood: Contract of Assignment—Ravenswood, 1978; but see Exhibit C for agreement for management and operation of historic vineyard.

Ida Holm Park: Agreement re Development of Ida Holm Park Site, 1967 Agreement and any amendments.

Max Baer Park: Agreement re the construction of a sewer line and annexation of property by City.

The Barn: License Agreement, Civic Center, Storage Shed, 1970 Agreement and any amendments.

17. Signatures.

CITY OF LIVERMORE

By: 
Linda Barton, City Manager

Authorized by City Council Resolution
No. 2010-161

Date: September 27, 2010

Approved as to form:


John Pomidor, City Attorney

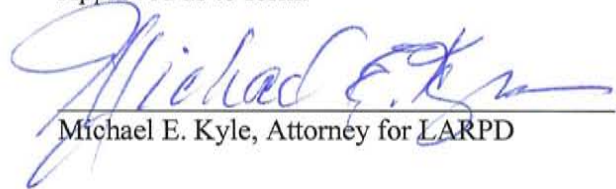
LIVERMORE AREA RECREATION AND
PARK DISTRICT

By: 
Timothy J. Barry, General Manager

Authorized by LARPD Board Resolution
No. 2253

Date: Sept. 16, 2010

Approved as to form:


Michael E. Kyle, Attorney for LARPD

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

}
} SS.
}

On September 27, 2010 before me, SUSAN NEER, CITY CLERK,

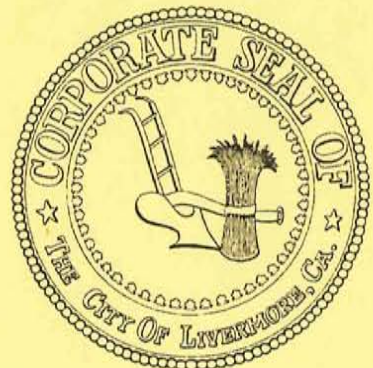
personally appeared Linda Barton, City Manager,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Susan Neer



ALL-PURPOSE ACKNOWLEDGMENT

State of California

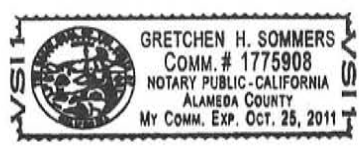
County of Alameda } SS.

On Sept. 16, 2010, before me, Gretchen H. Sommers,
DATE

personally appeared Timothy J. Barry, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal

Gretchen H. Sommers
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Master Property Agreement
TITLE OR TYPE OF DOCUMENT

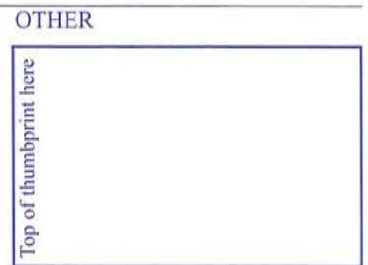
NUMBER OF PAGES

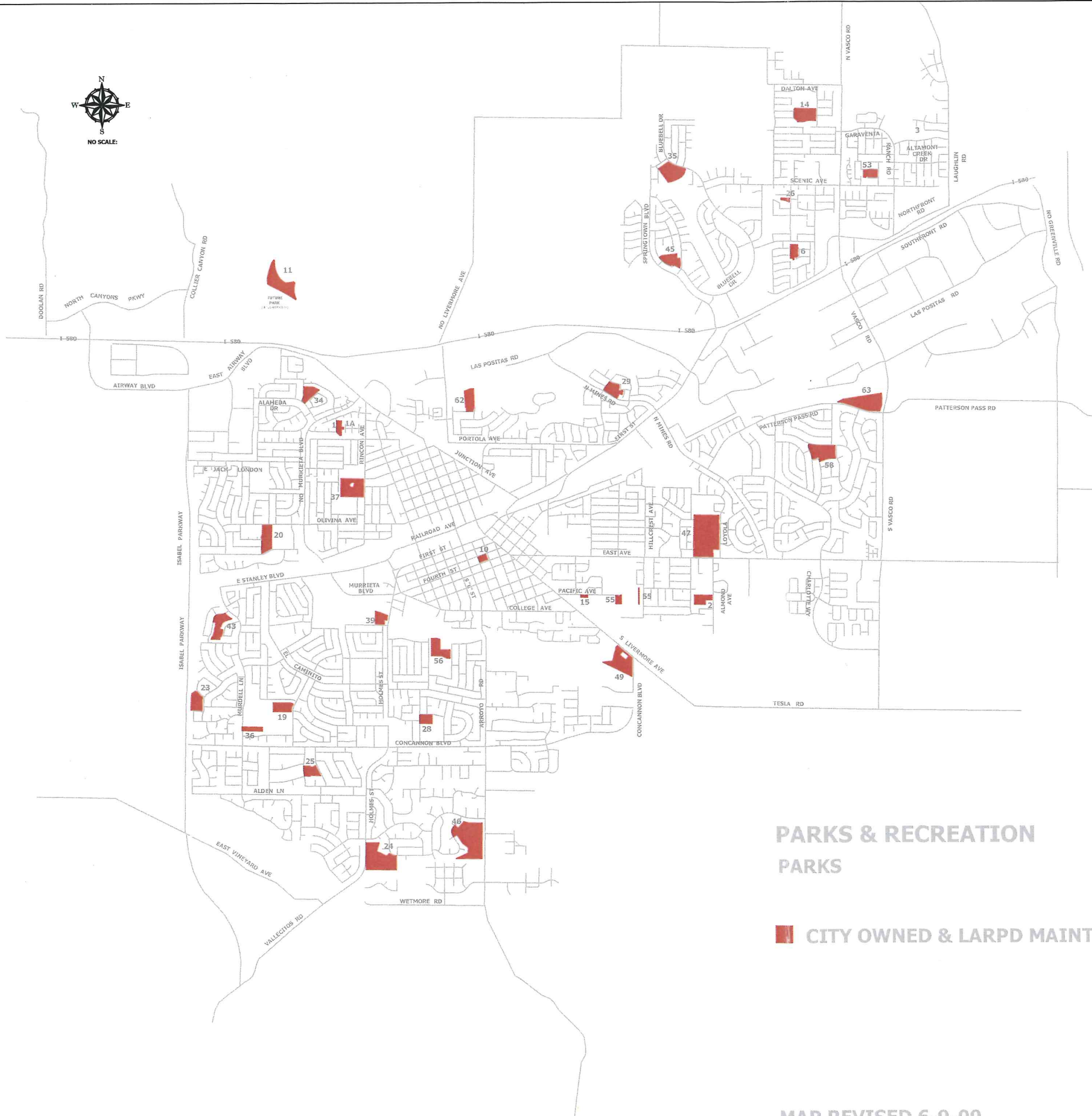
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY (IES)

RIGHT THUMBPRINT OF SIGNER





INDEX

PARKS

- * 1 AL CAFFODIO PARK
- * 1A AL CAFFODIO PARK
- * 2 ALMOND PARK
- * 3 ALTAMONT CREEK PARK

- * 6 BILL CLARK PARK

- * 10 CARNEGIE PARK (PARK & STRUCTURE)
- * 11 CAYETANO PARK (FUTURE)

- * 14 CHRISTENSEN PARK
- * 15 CIVIC CENTER, THE BARN (STRUCTURE & ADJ LANDSCAPING)

- * 19 EL PADRO PARK
- * 20 HAGEMANN PARK

- * 23 IDA HOLM PARK
- * 24 INDEPENDENCE PARK - KELLMAN FIELDS
- * 25 JACK WILLIAMS PARK
- * 26 JOHN GREEN TRAILHEAD & PARK

- * 28 KARL WENTE PARK
- * 29 LESTER J KNOTT PARK

- * 34 MAITLAND R HENRY PARK
- * 35 MARLIN A POUND PARK
- * 36 MAX BAER PARK

- * 37 MAY NISSEN PARK (SWIM CENTER STRUCTURES, SITE AND ADJ LANDSCAPING)
(EXCLUDING LIBRARY AND ADJ LANDSCAPING)
- * 39 MOCHO PARK

- * 43 PLEASURE ISLAND PARK
- * 45 RALPH T WATTENBURGER PARK
- * 46 RAVENSWOOD PARK (PARK, OPEN SPACE & HISTORIC SITE STRUCTURES)
- * 47 ROBERT LIVERMORE PARK (PARK & STRUCTURES - ADMIN, REC ETC)
- * 49 ROBERTSON SPORTS PARK (PARK & STRUCTURES)

- * 53 SUMMIT PARK
- * 55 SUNKEN GARDENS (12' STRIP FOR TREES)
- * 56 SUNSET PARK
- * 58 TEX SPRUIELL PARK

- * 62 VISTA MEADOWS PARK
- * 63 WILLIAM J (BILL) PAYNE PARK (PARK & STRUCTURES)

- * CITY OWNED/LARPD MAINTAINED

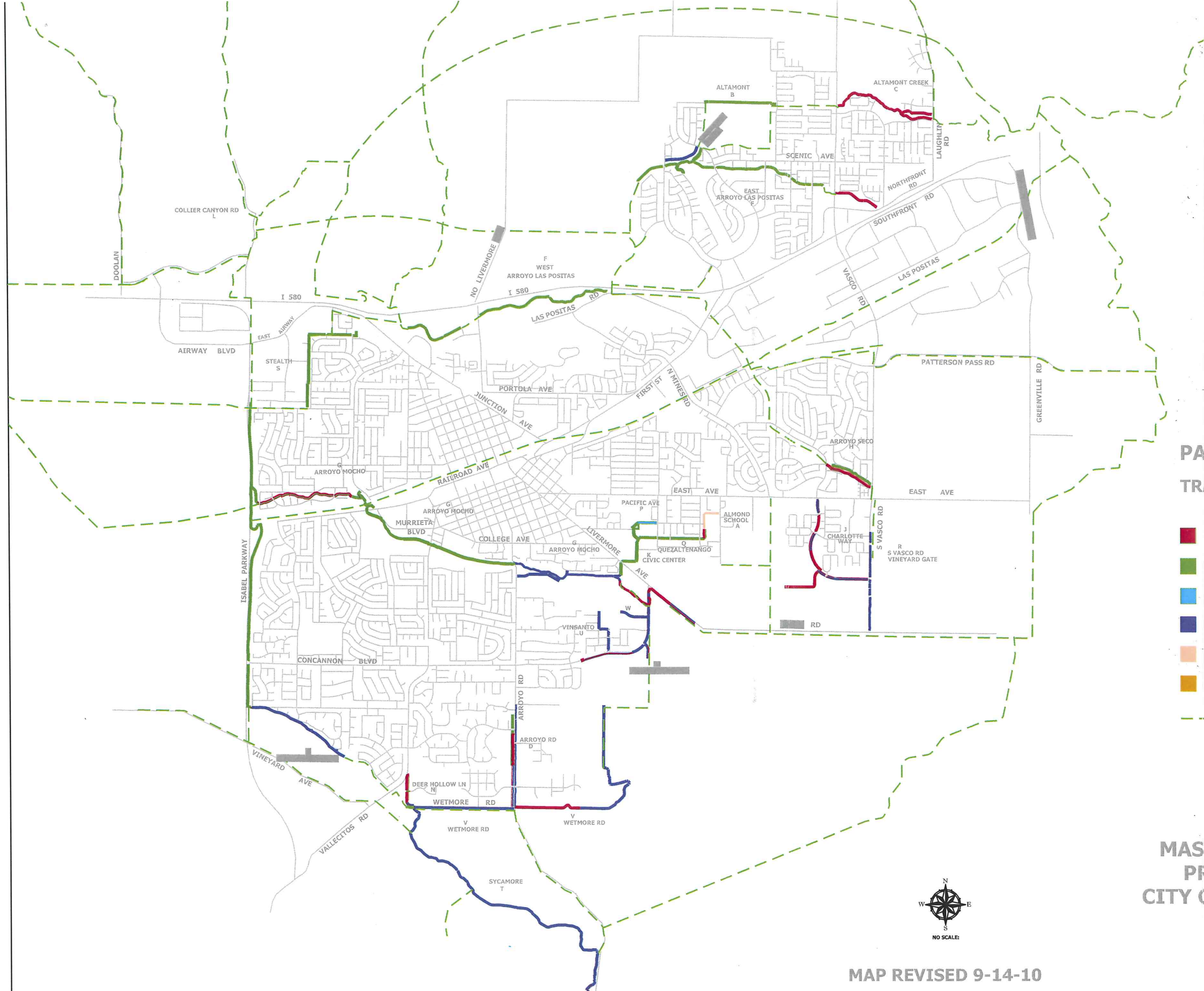
PARKS & RECREATION PARKS

CITY OWNED & LARPD MAINTAINED

MASTER PROPERTY AGREEMENT PROPERTY AND FACILITIES CITY OWNED - LARPD MAINTAINED PARKS EXHIBIT A

MAP REVISED 6-9-09

No.	Name	County Recorder Series Number(s)	Main Structures (square footage from LARPD & scaled from site plan (**))	Structure Square Footage	Minor Structures	Parking	Street and/or cul-de-sac	Rentable	Tot Lot Equipment	Group Picnics	BBQ Pits	Picnic Tables	Soccer Fields	Basketball Courts	Hiking Biking Trails	Horse Trails	BMX Course	Restrooms, (P) Portable	Horseshoe Pits	Softball Fields and/or Backstops	Tennis Courts	Skatepark	Dogpark	Volleyball Court
1	Al Caffodio	BA104029							X		X	X												
1A	Al Caffodio	95-191199																						
2	Almond	AW179710, AY1257						?	X	X	X	X			X			X (P)						
3	Altamont Creek	96-250860							X			X												
6	Bill Clark	88-108926 D, 88-127248 TM, 90-288998 TM							X		X	X		X										
10	Carnegie	M72262	Library structure	4860				?																
11	Cayetano (future)																							
14	Christensen	75-177920 C; 76-92243 D; 80-095803 TM & 81-183622 Acceptance Document			2 metal storage sheds one adjacent bldg - for garbage?			?	X		X	X	X							X				
15	Civic Center, The Barn	AT171824	Barn structure	8506				X																
19	El Padro	AX141288							X			X												
20	Hagemann	72-29687 D & 72-70112 D (Re-recording); 94-273891 TM						?	X	X	X	X												
23	Ida Holm (formerly Holm Well)	AZ128161 D, 69-40160 D; 70-70260 TM 3129; 96-112614 TM 6711							X			X								X				
24	Independence (Kellman Fields)	73-4689 TM, 75-96884 Acceptance Document			(2 metal storage sheds are owned/maintained Livermore Youth Soccer League)	X		?	X		X	X	X					X						
25	Jack Williams	72-160341 D, 84-172912 TM							X		X	X									X			
26	John Green Trailhead	92-393009 (rejected)										X												
28	Karl Wente	70-63336							X			X												
29	Lester J Knott	94-131123			Shade structure				X			X		X										
34	Maitland R Henry	69-139039 T, 69-142401 D							X		X	X												
35	Marlin A Pound	76-90514, 76-90515, 86-015923			Shade structure				X			X		X						X			X	
36	Max Baer	76-10665				X																		
37	May Nissen (except Library & adjacent landscaping)	AS124231	Swim center main structure (4800sf) and mechanical/maintenance structure (1735 sf)	6535	Pool, 3 metal sheds	X	X	X	X	X	X	X		X				X	X	X	X		X	
39	Mocho	74-8098							X		X	X												
43	Pleasure Island	71-141631 D (less tract lots from TM 3607), 76-70172 TM 3607							X		X	X												
45	Ralph T Wattenburger	80-101366 TM 3940, 81-183622 Acceptance Document, 86-180746 TM 5459			Shade structure				X		X	X								X				
46	Ravenswood	73-4689 TM, 75-96884 Acceptance Document	4 main structures: 2 houses (2177 sf & 1500 sf), carriage house (800 sf), tank house (1155 sf *).	4475	Gazebo and 2 metal sheds	X		X	X		X	X												
47	Robert Livermore	69-35148 D, 75-9144 D, 85-079536 PM	Community center (26580 sf), recreation center (31514 sf) swim center main structure (1800 sf), and maintenance/mechanical structure (1500 sf) (*) Note: LARPD owns all of the major and minor structures, and facilities on this site.	61394	Pool, water slides, community garden, softball related structures - 2 for equipment, plus portable trailer	X	X	X				X	X					X, X(P)	X	X	X			X
49	Robertson Sports	73-88181 D (less 94-208082 D AND 95-003998 D)			Softball related structures (2 wood, one metal)	X		?										X		X				
53	Summit	97-069619							X			X												
56	Sunset	70-52891						?	X			X	X											
58	Tex Spruiell	79-044940 TM 3760, 81-101629 TM 4824 & 81-183622 Acceptance Document; 83-082996 D, 83-140481 D; 90-208974 TM 6209 & 93-242559 Acceptance Document							X			X		X										
62	Vista Meadows	72-47129				X			X			X											X	
63	William J (Bill) Payne	89-224648			1 metal storage shed maintained by LARPD. (A second metal storage shed is owned/maintained by American Little League)	X		?					X				X	X (P)		X				



INDEX TRAILS

* A	ALMOND SCHOOL	A
* B	ALTAMONT	ALTAMONT
* C	ALTAMONT CREEK	B
* D	ARROYO ROAD	Q
* E	ARROYO DEL VALLE	C, D
* F	ARROYO LAS POSITAS	E
* G	ARROYO MOCHO	F
* H	ARROYO SECO	G, H
* J	CHARLOTTE WAY	N
* K	CIVIC CENTER	L
* L	COLLIER CANYON CREEK	J
* M	CONCANNON BLVD	P (S LIV WINE TRAIL)
* N	DEER HOLLOW LN	T
* O	ISABEL PARKWAY	K
* P	PACIFIC AVE	L
* Q	QUEZALTENANGO	F, M
* R	SOUTH VASCO - VINEYARD GATE	U
* S	STEALTH	STEALTH
* T	SYCAMORE GROVE	S
* U	VINSANTO	O
* V	WETMORE	O, R

- * CITY OWNED/LARPD MAINTAINED
- * PORTIONS OF TRAIL WITHIN LLMD BOUNDARY
- * PORTIONS OF TRAIL BENEFIT FROM LLMD

PARKS & RECREATION TRAILS

- CITY OWNED & LARPD MAINTAINED
- CITY OWNED & MAINTAINED
- LARPD OWNED & CITY MAINTAINED
- LARPD OWNED & MAINTAINED
- CITY OWNED & OTHER MAINTAINED
- OTHER OWNED & CITY MAINTAINED
- - - PROPOSED TRAILS

MASTER PROPERTY AGREEMENT
PROPERTY AND FACILITIES
CITY OWNED - LARPD MAINTAINED
TRAILS

EXHIBIT B



MAP REVISED 9-14-10

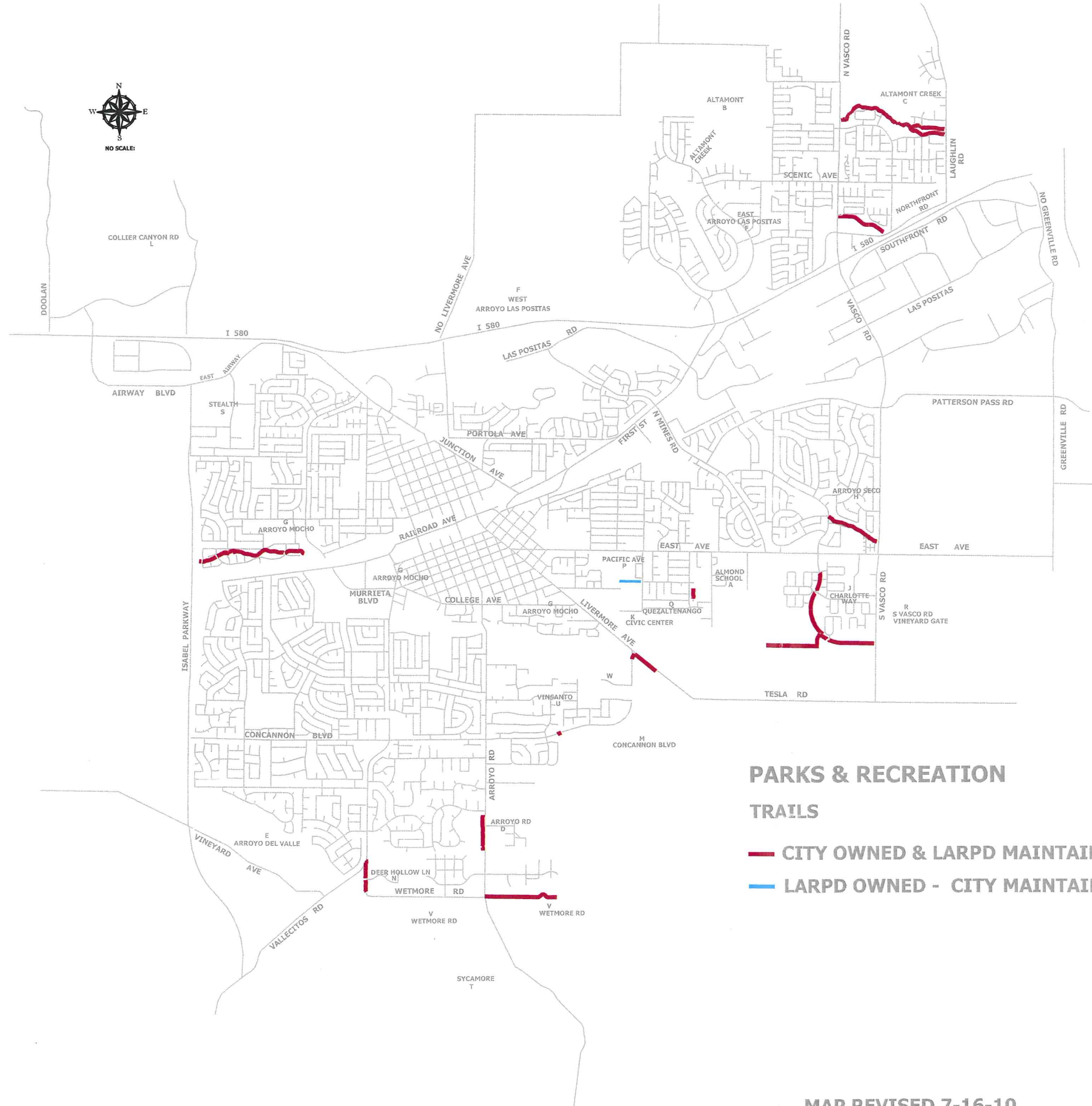
Sub-Segment	Parkway Name	Livermore Bikeways and Trails Master Plan Name	Location	Maintained By	Type of Title	Assessor Parcel Number(s)	County Recorder Series Number(s)	Divided Maintenance	Division of Maintenance
		Civic Center	From Almond Av thru school site and Almond Park, and southerly to 137' east of Madison Av						
A-1			Almond School: Almond Av to Almond Park	LJUSD	Easement	99-1100-15-5	80-122026		
A-2, A-3			Thru Almond Park and southerly and westerly to 137' easterly of Madison Av	LARPD	Deeds	99-1100-15-6 (A-2), 99-1100-17-1 (A-3)	AY1257 & AW179710 (A-2), 79-169137 (A-3)		
B-1, B-2	Altamont Creek	Altamont Creek	East end Hartford Rd easterly to Broadmoor St	City	Deeds	902-3-3-1 (B-1), 99B-5210-18-1 (B-2)	AH75315, AH112099, AJ72520, AJ93581 (B-1), 75-114589 (B-2)		
C-1 N/A			Creek: Laughlin Rd to N Vasco Rd	Zone 7					
C-2			South side of creek, Laughlin Rd to N Vasco Rd.	LARPD	Joint Use Agreement	99B-5302-4, 99B-5302-5, 99B-5303-2, 99B-5404-3	Un-recorded Joint Use Agreement	X	City: low-lying areas from junction with C-3 to Laughlin Rd. LARPD: all from N Vasco Rd to junction with C-3, then landscaping and trail from curb to top of bank from junction with C-3 to Laughlin Rd Zone 7: Arroyo.
C-3			North side of creek, Laughlin Rd to connection with C-2, west of Knoll Wy	LARPD	Joint Use Agreement	99B-5404-3	Un-recorded Joint Use Agreement	X	City: low-lying areas. LARPD: landscaping and trail from curb to top of bank. Zone 7: Arroyo.
C-4 N/A			Detention Basin	City		99B-5404-002-00			
		Arroyo Rd	569' north of Superior Dr to Wetmore Rd						
D-1			Superior Dr to Superior Dr	City LLMD		99-458 street area			
D-2			Superior Dr to Ravenswood Site	City LLMD		99-457 street area			
D-3			Ravenswood Site	LARPD	Deed	99-457-25, 99-457 street area	73-4689		LARPD: Bike path, equestrian trail and shoulder.
D-4 thru D-7			Ravenswood Site to Wetmore Rd	LARPD	Easements	99-460-5, 99-460-6, 99-460-7, 99-460-8	2002-107899		LARPD: Bike path, equestrian trail and shoulder.
D-8			East side of Arroyo Rd, Marina Av to Wetmore Rd	City LLMD. Paid with General Funds		99-680-2, 99-680-3, 99-680-4, 99-680-8, 99-682-2, 99-682-3, 99-682-5, 99-682-6			
	Arroyo Del Valle	Arroyo Del Valle, South Livermore Valley Wine	Isabel Pw to Vallecitos Rd						
E-1-A			Isabel Pw to LARPD easement at Alden Ln	City		99-288 street area			
E-1-B			Southerly of and parallel to Alden Ln, from west end of Alden Ln to west boundary of The Oaks subdivision	LARPD	Easement	99-290-11-7	2005-131491		
E-2			Southerly of Alden Ln, from the west boundary of The Oaks subdivision to Plotkin property	LARPD	Deed	99-1357-1	2001-176131		
E-3 (Fut)			Plotkin property	Ult LARPD		99-291-11			
E-4 (Fut), E-5 (Fut)	Arroyo Las Positas	Arroyo Las Positas	From Plotkin property easterly to Vallecitos Rd	Ult LARPD		99-1360-3 (E-4), 99-291-17 (E-5)	To be dedicated to City TM 7165 (E-4), 2000-261510 (E-5)		
F East			Northfront Rd to east of Portola Av on-ramp to I 580						
F-1			Northfront Rd to City Limits west of Springtown Bl						
F-2			Northfront Rd to No Vasco Rd	LARPD	Joint Use Agreement	99B-5376-6-3, 99B-5351-18-11	Un-recorded Joint Use Agreement		
F-2			Approximately 500' west of N Vasco Rd to Heather Ln						
F-2-A, F-2-B, F-2-C			Approximately 500' west of N Vasco Rd to Arrowhead Av	City	Deed (F-2-A-1 City parcel), Joint Use Agreement (F-2-A-2, F-2-B & F-2-C)	99B-1816-17 (City F-2-A-1), 99B-1816-18 (Zone 7 F-2-A-2), 99B-8113-50 (Zone 7 F-2-B), 99B-8113-51 (Zone 7 F-2-C)	98-095465 (F-2-A-1), Un-recorded Joint Use Agreement (F-2-A-2, F-2-B, F-2-C)		
F-2-D-1 & F-2-D-2			Arrowhead Av to 131' east of Heather Ln	LARPD	Deed (F-2-D-1), Joint Use Agreement (F-2-D-2)	99B-8112-64-1, 99B-8112-65 (Zone 7), 99B-8112-66 (City)	Un-recorded Joint Use Agreement (F-2-D-2), 99-393009 (F-2-D-1)		
F-2-E			131' east of Heather Ln to Heather Ln	LARPD	Deed	99-39-63	79-176709		
F-3, F-4			Thru Golf Course, from Heather Ln to Golf Dr	City	Deeds	99-24-2-2, 99-24-5-4, 99-24-20 (F-3), 99-24-11-5, 99-1300-5 (F-4)	81-148846 (F-3), 2000-256639 & 81-183622 (F-3 & F-4)		
F-5			North side of creek: Bluebell Dr to Springtown Bl	LARPD		99-24-15-2, 99-1300-1	No Joint Use Agreement		
F-5-A, F-5-B			South side of creek: from Bluebell Dr, along creek and thru Golf Course to junction with F-4.	City	No Joint Use Agreement. Letter of Consent from Zone 7 to City to construct and maintain the trail (F-5-A), Deed (F-5-B).	99-1300-1 (F-5-A), 99-24-11-5 (F-5-B)	Un-recorded Letter of Consent (F-5-A), 2000-256639 & 81-183622 (F-5-B)		
F-5-C			South side of creek, west line of golf course to Springtown Bl	City	City has Joint Use Agreement with Zone 7, and also a letter of Consent from Zone 7 to City to construct and maintain the trail.	99-1330-7	Un-recorded Joint Use Agreement and un-recorded Letter of Consent		
F-6			Springtown Bl west to City Limits	City	Joint Use Agreement	99-24-16-9	Un-recorded Joint Use Agreement		

Sub-Segment	Parkway Name	Livermore Bikeways and Trails Master Plan Name	Location	Maintained By	Type of Title	Assessor Parcel Number(s)	County Recorder Series Number(s)	Divided Maintenance	Division of Maintenance
F West									
F-7 (Fut)			East of Portola Av On-Ramp to west boundary of Livermore Downs Apartments	Ult City or LARPD ?		99-100-18-18			
F-8 (F-8-A, F-8-B)			West boundary of Livermore Downs Apartments to un-named street west of N Livermore Av	City	Joint Use Agreement (F-8-A), none (F-8-B)	99-100-31 (F-8-A), 99-100-49 (F-8-B)	Un-recorded Joint Use Agreement (F-8-A)		
F-9 (Fut) (F-9-A, F-9-B)			N Livermore Av to east boundary of Wal-Mart property	City LLMD	Deeds	99-15-43 (F-9-A), 99-15-37-1 (F-9-B)	2006-028583 (F-9-A), 94-350685 (F-9-B)		
F-10			Las Colinas Rd to west line of auto dealerships	City LLMD		99-15-59	(Fee to go to Zone 7 - see PM 7914)		
F-10A			North of Kohl's	City LLMD	Easement	99-15-60	335963- PM 9189		
G-A-1-A & G-A-1-B	Arroyo Mocho (Maderios)	Arroyo Mocho/ El Charro Rd	Isabel Pw to S Livermore Av						
G-A-2			Isabel Pw to north boundary of T-5660	City	Deeds	99-185-6 street area (G-A-1-A), 99-176-5-2 street area (G-A-1-B)	76-38937 (G-A-1-A), 2001-240003 (G-A-1-B)		
G-1 (G-1-A, G-1-B, G-1-C)			North boundary of T-5660 to 75' west of Rockrose St	City	Deed	99-177-23	91-007849		
G-1-D			75' west of Rockrose St to east line of T-6057	LARPD	Dedication: TM 5650, TM 6586, TM 6057	99-177-23, 99-177-58 (G-1-A), 99-176-4, 99-178-42 (G-1-B), 99-179-	91-007849, 94-273891, 95-114465		
G-2 (G-2-A thru G-2-G)			East line of T-6057 to wooden posts (approximately 110' east of east line of T-6057, and east end of G-1-C)	LARPD	Joint Use Agreement	98-356-138	Un-recorded Joint Use Agreement		
G-3 (G-3-A thru G-3-G)	(end Maderios)		From end of G-1-D to south side of E Stanley Blvd	City	Easement (G-2-A), Joint Use Agreement (G-2-B), Deed (G-2-C & G-2-E), UPRR: no known easements (G-2-D & G-2-F), street area (G-2-G)	98-356-139 (G-2-A), 98-356-138 (G-2-B), 98-356-21-2 (G-2-C), 99-175-14-2, 99-175-16-2 (G-2-D & G-2-F), 99-175-25, 99-175-26 (G-2-E), 99-175 street area (G-2-G)	80-167880 (G-2-A), Un-recorded Joint Use Agreement (G-2-B), BA61302 (G-2-C), 2001-500166 (G-2-E)		
G-4-A			South side of E Stanley Bl to east side of Arroyo Rd	City	Deeds (G-3-A, G-3-C, G-3-E-1, G-3-F) street area (G-3-E-2 & G-3-G)	99-256-2, 99-256-6, 99-256-7 (G-3-A), 97-257-1 (G-3-B), 97-87-1 (G-3-C), 97-87-4 (G-3-D), 97-85-12-2 (G-3-E), 97-90-39-7, 99-149-70, 99-149-89, 97-137-2-9 (G-3-F), 97-149 & 97-85 street area (G-2-E-2 & G-3-G)	77-47997 (G-3-A), AY114541 (G-3-C & G-3-E-1), 72-77729, 72-77730, 73-25957, 73-25958, 73-35958, 79-055187, 81-183622 (G-3-F)		
G-4-A-1			East side of Arroyo Rd to northeast corner of Robertson Park Arroyo Rd to westerly line of Robertson Park (Burans Development)	LARPD	Deeds	99-750-7-22	AY121082, AY140185, AY141882, AZ9015, AZ120218, 92-333321		
G-4-B			Northeast corner of Robertson Park to S Livermore Av	City	Deed (City), no easement (Private)	99-750-14-2 portion	2006-300483		
G-5A			North of Maintenance Service Center	LARPD	Deed; No RSN	99-750-16-1 City), 99-750-15-5 (Private)	AX136590 (City)		
G-5B			North of Maintenance Service Center	LARPD	City -LARPD Master Property Agreement Amendment dated 7/21/08	99-750-7-22			
G-5C			East of Concannon Boulevard	LARPD	Easement	99-850-2-2	2007-3761		
H	Arroyo Seco	Arroyo Seco	S Vasco Rd to Charlotte Wy						
H-1, H-2-A & H-2-B, H-3-A thru H-3-D			S Vasco Rd west to pedestrian bridge crossing and south to junction with H-7	City	Deeds or TM (H-1, H-2-B, H-3-C & H-3-D), Nothing (H-2-A), Joint Use Agreement (H-3-A & H-3-B)	99A-2920-3 (H-1), 99A-2924-2 (H-2-A), 99A-1400-4-3, 99A-1400-4-13 (H-3-A & H-3-B), 99A-2924-8 (H-2-B & H-3-C), 99A-2905-35 (H-3-D)	95-302869, 99-416730, 2000-007065 (H-1), Un-recorded Joint Use Agreement (H-3-A & H-3-B), 98-148768 (H-2-B & H-3-C)		
H-4 thru H-8			S Vasco Rd to Charlotte Wy	LARPD	Joint Use Agreement (H-4, H-6 & H-7), Deed (H-7), Easement (H-8)	99A-1400-7-5 (H-4), 99A-1400-8-2 (H-5), 99A-1400-9-4 (H-6), 99A-2905-35 (H-7), 99-1441-26-2 (H-8)	Un-recorded Joint Use Agreement (H-4, H-6, H-7), 72-67668 (H-8)		
J		Dunsmuir	Charlotte Wy, East Av to So Vasco Rd.						

Sub-Segment	Parkway Name	Livermore Bikeways and Trails Master Plan Name	Location	Maintained By	Type of Title	Assessor Parcel Number(s)	County Recorder Series Number(s)	Divided Maintenance	Division of Maintenance
J-1 & J-2			East Av to Carnegie Wy	LARPD / City	Dedication TM 6989 & TM 7116 (City parcels J-1-A & J-1-B), Ult deed (LARPD parcels J-1 & J-2)	99A-1504-3 (City parcels J-1-A & J-1-B), 99A-1504 (street area), 99A-1504-5 & 99A-1504-4 (LARPD parcels J-1 & J-2)	2000-054054 (City parcel J-1-A), 2000-348478 (City parcel J-1-B)	X	Latest comment: LARPD maintains portions in the street area. If true add totals to CITY O, LARPD M, QUESTIONS, BENEFIT FORM LLMD COLUMN. Former comment: Being reviewed by Dorn & Jim B. - City: Swales in street / landscaping, sidewalk, landscaping between trails (street area: J-1 & J-2). City: landscaping east of trail (J-1-A City parcel). LARPD: Trail (short sections on City parcel: J-1-A & LARPD parcels: J-1 & J-2). Who maintains City parcel J-1-B (east of trail area)? Part of "Trail"?
J-3 & J-4			Carnegie Wy to trail crossing at Stockton Lp	LARPD / City		99A-1505 & 99A-2927 (street area), 99A-1505-1 (J-3), 99A-2927-12 (J-4)		X	Latest comment: LARPD maintains portions in the street area. If true add totals to CITY O, LARPD M, QUESTIONS, BENEFIT FORM LLMD COLUMN. Former comment: Being reviewed by Dorn & Jim B. City: Swales in street / landscaping (street area J-3 & J-4). LARPD: sidewalk, landscaping between trails & trail (street area & LARPD parcels: J-3 & J-4).
J-5 & J-6			Trail crossing at Stockton Lp to east line of T-7404 east of Tilden Wy	Ult LARPD / City		99A-2927 (street area J-5 & J-6), 99A-2927-13 (J-5), 99A-2927-14 (J-6)		X	Latest comment: LARPD maintains portions in the street area. If true add totals to CITY O, LARPD M, QUESTIONS, BENEFIT FORM LLMD COLUMN. Former comment: Being reviewed by Dorn & Jim B. City: Swales in streets. LARPD: everything else.
J-5A			South of Charlotte Way @ Stockton Loop	LARPD		99A-2927-5,6&7	452625 (T 7444)		
J-7			East line of T-7404 east of Tilden Wy to Davey Tree property (J-8)	Ult LARPD / City	Dedication TM 7331	99A-2936 (street area), 99A-2936-8	2005-017529	X	Latest comment: LARPD maintains portions in the street area. If true add totals to CITY O, LARPD M, QUESTIONS, BENEFIT FORM LLMD COLUMN. Former comment: Being reviewed by Dorn & Jim B. City: Swales in streets. LARPD: everything else.
J-8			West line Davey Tree property to S Vasco Rd	Ult LARPD / City	Ult Easement	99A-2934 (street area), 99A-2934-2-2		X	Latest comment: LARPD maintains portions in the street area. If true add totals to CITY O, LARPD M, QUESTIONS, BENEFIT FORM LLMD COLUMN. Former comment: Being reviewed by Dorn & Jim B. City: Swales in streets. LARPD: everything else.
K-4-C K-5-A thru K-5-F (Fut K-5-G)		Civic Center	S Livermore Av to SE corner of Civic Center site, then north and east to Hillcrest Av, and leg northerly from K-5-F to Pacific Av	City	Deeds, Ult easement (K-5-E)?	99-950-3-1, 99-950-7-2, 99-950-13 (K-4-C north), 99-950-3-2 (K-4-C south), 99-950-7-2, 99-950-13, 99-950-8-2, 99-1100-5-7 (K-5-A thru K-5-D & K-5-F), 99-1100-3 (K-5-E)	78-235848, 83-223086, 93-289823, 93-289824 (K-4-C north), 83-223086 (K-5-C south), AT71824, 73-162972, 78-235848, 79-136045, 93-289823, 93-289824 (K-5-A thru K-5-D and K-5-F)		
L-1 ??		Collier Canyon	Collier Canyon Rd intersection at ? (future Murray Ranch Rd?) to US 580						
L-1-A ??			Collier Canyon Rd intersection to Townhouse driveway	City ?					
L1-B ??			Murray Ranch Rd to Townhouse driveway	City ?					
L-2 ??			Townhouse driveway to North Canyons Pk	City ?					
L-3 ??			North Canyons Pk to US 580	City ?					
M-1, M-2, M-3-A, M-5-B, M-6 & M-7-A		South Livermore Valley Wine	Concannon Bl: east line T6584 easterly and northerly to S Livermore Av. Wente St: southerly from Concannon Bl. S Livermore Ave: southeasterly from Concannon Bl to 2340' southeasterly of Concannon Bl.						
M-3-B (Fut) & M-5-A (Fut)			Concannon Bl: east line T6584 easterly and northerly to S Livermore Av	LARPD	City street area (portion M-1), Easements (M-1 to M-98)	99-800-1-14 (M-1), 99-801-5 (M-2), 99-801-6 (M-3-A), 99-850-3 (M-5-B), 99-850-2-2 (M-6), 99-850-1-4 (M-7-A)	2003-377376 (M-1), 2003-377575 (M-2), 2003-377375 (M-3-A), 2003-686866 & 2004-089179 (M-3-A, M-5-B, M-6, M-8), 2003-359788 (M-7-A)	X	City: Swales in street. LARPD: Trail.
M-7-B & M-8			Wente St: Concannon Bl to 652' southeasterly of Concannon Bl	Ult LARPD	Easements	99-801-6 (M-3-B), 99-850-3 (M-5-A)	2003-377375 (M-3-B), 2003-686866 (M-3-B & M-5-A)	X	Being reviewed by Dorn & Jim B. City: Swales in street. LARPD: Trail.
N-1 & N-2			S Livermore Av: Concannon Bl to 2259' southeasterly of Concannon Bl	LARPD	Easements	99-850-1-4 (M-7-B), 99-850-2-2 (M-8)	2003-359788 (M-7-B), 2003-686866 (M-8)	X	City: Swales in street. LARPD: Trail.
O - North	Isabel	Isabel	Independence Park to location on north side of Wetmore Rd directly opposite main entrance to Sycamore Grove Park.	LARPD	Easement: Ult LARPD (N-2-B)	Street area 99-1365 (N-1 & N-2-A), 99-1365-6 (N-2-B)		X	LARPD: All: trail and plant materials. City maintains other areas: the remainder of the landscaped areas to the west of the trail and along Wetmore Ave west of the trail (old Holmes St).
O-A-1, O-A-2, O-A-3			E Jack London Bl to Alden Ln	City					
O-1-A			E Jack London Bl to south r/w of E Stanley Bl	City		street area (O-A-1), 99-185-5 (O-A-2), 99-185-6 (O-A-3)	TM 4108 (O-A-1), 76-38937, (O-A-2 & O-A-3)		
O-1-B			E Jack London Bl to north boundary T-5650	City					
			North boundary T-5650 to 565' +/- southerly of the north boundary of T-5650	City		99-176-5-4	2005-003105		
			565' +/- southerly of the north boundary T-5650 to old Arroyo Mocho Parcel	City		99-476-5-3	2001-240003		

Sub-Segment	Parkway Name	Livermore Bikeways and Trails Master Plan Name	Location	Maintained By	Type of Title	Assessor Parcel Number(s)	County Recorder Series Number(s)	Divided Maintenance	Division of Maintenance
(O-1-A, -B-1 & -B-2 ARE PART OF O-1)									
O-2 N/A									
O-3			Old Arroyo Mocho Parcel	City		97-176-7-1	2004-032316		
O-4			Railroad Rights-of-Way	City		99-185-3, 99-185-4, 99-200-5, 99-200-6	2003-151862		
O-5			Under E Stanley Bl	City		99-260 street area			
O - South			South line of E Stanley Bl to Alden Ln						
O-6			South line of E Stanley Bl to northwest line of old PGE strip	City		99-275-12-2	2003-381039		
O-7			Old PGE strip	City		99-275-7-2	2001-287044		
O-8			Southeast line of old PGE strip to 1136' south of E Stanley Bl	City		99-275-11			
O-9 N/A, O-10 N/A									
O-11			1136' south of E Stanley Bl to 3812' south of E Stanley Bl	City		99-275-5			
O-12			3812' south of E Stanley Bl to 662' north of Orchid Ranch	City	ROW	099-275-3-3	2000-317323		
O-13			662' north of Orchid Ranch to 411' north of Orchid Ranch	City		099-275-6			
O-14			411' north of Orchid Ranch to Orchid Ranch	City	Street Area - Deed	99-283 street area	96-112514, 98-106014, 98-406793		
O-15			Orchid Ranch frontage	City	Street area / Deeds	99-283-3-1 & 99-283 street area	99-408325		
O-16			Orchid Ranch to Concannon Bl	City	Easement accepted, Fee - Rejected	099-0281-019	95-069019 (easement only)		
O-17			9' south of Concannon Bl to 15' south of Concannon Bl	City	Street area	99-289	2002-495607		
O-18			15' south of Concannon Bl to Alden Ln	City	Street area / Deed	99-288, 99-289 street area	2002-495607		
		Civic Center	Pacific Av to Hillcrest Av						
P-1			NW corner of Sunken Gardens easterly to Hillcrest Av	City	Deeds	98A-400-3-13	AP64435		
P-2			End of Pacific Av, northeasterly to NW corner of Sunken Gardens	City	Deed	98A-413-11-3	78-044078		
QUEZALTENANGO	Quezaltenango	Civic Center	Hillcrest Av to 137' east of Madison Av	City	Deeds	99-1102-1, 99-1102-2, 99-1101-1, 99-1101-2	69-108888, 69-99860		
R-1 thru R-8		Arroyo Seco	1829' north of Oakville Rd to Tesla Rd	City / LARPD	Easements	99A-2935-5-2 (R-1), 99A-2937-3 (R-2), 99A-2937-2 (R-3), 99A-2930-2 (R-4 & R-6), 99A-1601-9-2 (R-5), 99A-2926-3 (R-7), 99A-1601-12-8 (R-8),	2005-101567 (R-1 & R-2), 2005-101566 (R-3), 2004-226126 (R-4), 2004-226127 (R-5), 2002-284019 (R-6), 2005-361152 (R-8)	X	Being reviewed by Dorn & Jim B. City: Swales in street. Trail & Park by LARPD.
		Jack London	E Jack London Bl north to north of Stealth Ct and east to east of Mendocino Rd						
S-1 N/A			E Jack London Bl to Wright Brothers Av	City LLMD	Easement	99-1331-40	99-238388		Maintained with S-2. Footages included with S-2-A.
S-2-A & S-2-B			E Jack London Bl to York Wy	City LLMD (S-2-A only)	Easement & Dedication TM 6889, Grant TM 2901	99-1331-37, 99-301-21	99-238388, BA56579		
S-3			York Wy	City		99-394			
S-4			York Wy to Alameda Dr	City	Grants TM 290 & TM 2946	98-394-181, 98-394-31	BA97566, BA56579		
S-5			Alameda Dr	City		98-394, 98-401			
S-6			Alameda Dr to north of Stealth Ct	City	Grants TM 2946 & TM 3022	98-394-180, 98-401-56	BA97566, BA97568		
S-7 N/A			West half, north of Stealth Ct	City LLMD	Easement	99-1331-52	99-238388		Maintained with S-6. Footages included with S-6.
S-8 (Fut)			North of Stealth Ct to Sutter St	Ult City	Grant TM 3022	98-401-56	BA97568		
S-9 S-9-A thru S-9-C			Sutter St to 246' east of Mendocino Rd then north to end of trail	City LLMD	Grants TM 3022 & TM 3142	98-402-54, 98-399-40	BA97568, 69-139039		
T-1 thru T-7		Arroyo Del Valle/ Sycamore Grove	Main Sycamore Grove entrance on Wetmore Rd to south line of Veterans Park on Arroyo Rd	LARPD	Deeds (T-1, T-3, T-5, T-7), Easements (T-2, T-4, T-6)	99-500-1-8 (T-1), 99-500-2-7 (T-3), 99-500-2-11 (T-5), 99-500-2-12 (T-7), 99-1369-3 (T-2), 99-500-2-9 (T-4), 99-500-2-10 (T-6)	74-126763 (T-1), 98-398950 (T-2), AZ58664 (T-3, T-5, T-7), 89-289162 (T-4), 89-289161 (T-6)		
		South Livermore Valley Wine	Near westerly end of Robertson Park Rd to Concannon Bl						
U-1-A			Near westerly end of Robertson Park Rd, southerly along San Felice Dr to Calderia Dr	LARPD	Ult Easement	99-801-8-3			
U-1-B, U-2 & U-3			Calderia Dr: from San Felice Dr easterly to San Vicente Dr and southerly to Concannon Bl	Ult LARPD	Ult Easements	99-801-8-3 (U-1-B), 99-1372-2 (U-2), 99-802-1 (U-3)			
V-1 thru V-7 N/A This area is considered Street Landscaping and is not included as a Trail.		Arroyo Del Valle/ Sycamore Grove	Vallecitos Rd to Arroyo Rd and continuing easterly and northerly to Marina Av	City	Deed (V-1, V-2 & V-7), street area (V-3, V-4 & V-6)	99-1364-1-3 (V-1), 99-1364-1-2 (V-2), 99-1364-2 & 99-1364-3 (V-3 & V-4), 99-1365 (street area V-6), 99-500-1-8 (V-7)	2003-376627 (V-1 & V-2), 2002-263747 (V-3), 2002-263746 (V-4), 74-126763 (V-7)		

Sub-Segment	Parkway Name	Livermore Bikeways and Trails Master Plan Name	Location	Maintained By	Type of Title	Assessor Parcel Number(s)	County Recorder Series Number(s)	Divided Maintenance	Division of Maintenance
V-8-A & V-8-B			Wetmore Rd: from main entrance of Sycamore Grove Park to Arroyo Rd	LARPD	Deed (V-8-A), Easement (V-8-B)	99-500-1-8 (V-8-A), 99-500-1-3 (V-8-B)	74-126763 (V-8-A), 2005-027027 (V-8-B)		
V-9			Arroyo Rd to east line of TM 7119/7309	LARPD	Easement	99-680-3 & -8	2001-301437		
V10			From southwest corner of T-7178 easterly 1085'	LARPD	Easement	99-1368-2	2004-000746		
V-11-A (Exist) & V-11-B (Fut)			Thru T-7178: From 1085' easterly of the southwest corner of T-7178 easterly, northerly, and northwesterly to the north line of T-7178	LARPD	Deed	99-1368-3	2004-000745		
V-12			North line of TM 7178 northerly to Marina Ave	LARPD	Easement	99-675-2	2006-386193		



**INDEX
TRAILS**

- * A ALMOND SCHOOL
- * C ALTAMONT CREEK
- * D ARROYO ROAD
- * E ARROYO DEL VALLE
- * F ARROYO LAS POSITAS
- * G ARROYO MOCHO
- * H ARROYO SECO
- * J CHARLOTTE WAY

- * M CONCANNON BLVD
- * N DEER HOLLOW LN

**PARKS & RECREATION
TRAILS**

- CITY OWNED & LARPD MAINTAINED
- LARPD OWNED - CITY MAINTAINED

- * V WETMORE
- * CITY OWNED - LARPD MAINTAINED
- LARPD OWNED - CITY MAINTAINED

**MASTER PROPERTY AGREEMENT
PROPERTY AND FACILITIES
CITY OWNED - LARPD MAINTAINED &
LARPD OWNED - CITY MAINTAINED**

TRAILS

EXHIBIT B-2

MAP REVISED 7-16-10

EXHIBIT C
Special Provisions Pertaining to Existing Agreements

(See Agreement §§3, 15)

The following list of agreements which have been entered into by and between the City of Livermore and LARPD are not rescinded by virtue of adoption of this agreement. A general description of the subject of each agreement and the termination date is noted below. The parties intend that the provisions of the following agreements shall continue to apply to the particular Properties noted.

- **Sunken Gardens Lease** (1.01 acres)
Adjacent to area owned by LARPD and used for purposes of a skate park. Located at the East end of Pacific Avenue adjacent to the Sunken Garden Park Site. 2000 Agreement; 2006 Amendment; Termination date: April 26, 2011.

- **Joint Use Agreement-Livermore Maintenance Service Center**
Purpose is to share occupancy and use of 17 acres at 3500 Robertson Park Road, improvements and Robert Park Drive (owned by LARPD).

Maintenance Service Center construction lease financed by the Governments of Livermore Financing Authority (GOLFA).

1992 Joint Use Agreement; 99 year term unless terminated earlier. See related documents: Lease Agreement, Trust Agreement, Site Lease, Certificate of Purchase Agreement, Memorandum to SubLease Agreement.

- **Robert Livermore Community Park**
Located at 4444 East Avenue.
LARPD owns and operates the building, and operates and maintains the property. The City owns the property.
Termination date: June 20, 2024.

- **Carnegie Park (also known as the “Old Library Building”)**
Lease of Old Library Building located at Carnegie Park (bounded by “J”, “K”, Third and Fourth Streets)
1992 Lease can be cancelled with one year’s notice.
LARPD required to maintain and repair at its expense; pay utilities and insurance.

- **Ravenswood Historic Site Vineyard**
2647 Arroyo Road

Agreement for the Development, Management and Operation of the Ravenswood Historic Site Vineyard, dated March 1, 2005 between Coastal Viticultural Consultants, Inc., City of Livermore and LARPD.

- **May Nissen Park (Rincon Branch Library)**
1991 Lease Agreement to terminate in 2016.
City pays for library utilities, maintenance and insurance costs; LARPD pays for park utilities maintenance and insurance costs.
- **Memorandum of Agreement (City Use of Facilities)**
LARPD agrees to permit the City to use any of the facilities LARPD owns, operates or maintains and to do so pursuant to all LARPD policies, procedures and regulations pertaining to these facilities including priority-scheduled activities. City agrees to pay for any extra staffing costs which may be associated with such use and to pay the normal resident non-profit fee for use of the large community rooms at the Robert Livermore Community Center during prime time (5 PM Friday through midnight Saturday).
- **Sub-Lease Agreement Between Livermore Flying Electrons and LARPD**
The City leases a small portion of the site to LARPD at 4455 Raymond Road. That portion is a 300 x 900 foot area, plus pedestrian access area totaling 800 x 1250 feet for the purposes of sub-leasing to the Livermore Flying Electrons to conduct model airplane flying.

EXHIBIT D
INSURANCE REQUIREMENTS FOR LARPD

The LARPD shall procure and maintain for the duration of the Agreement insurance or protection against claims for injuries to persons or damages to property which may arise from or in connection with the LARPD's operation and use of the premises subject to this Agreement. The cost of such insurance or protection shall be borne by the LARPD.

Minimum Scope of Protection

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Property insurance against all risks of loss to any improvements or betterments.

Minimum Limits of Insurance

The LARPD shall maintain limits no less than:

1. General and Automobile Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
3. Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Livermore. At the option of the City of Livermore, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Livermore, its officers, officials, employees and volunteers; or the LARPD shall procure a bond

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general and automobile liability policies or Memorandum of Coverage (MOC) are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees and volunteers are to be covered as additional insureds or additional covered parties as respects: liability arising out of premises occupied or used by the LARPD and subject to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees or designated volunteers.
2. The LARPD's insurance coverage shall be primary as respects the City of Livermore, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the City of Livermore, its officers, officials, employees or volunteers shall be excess of the LARPD's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Livermore, its officers, officials, employees or designated volunteers.
4. Coverage shall state that the LARPD's insurance shall apply separately to each insured against whom claim is made or suit is brought.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Livermore. If the LARPD decides to dissolve its membership in any JPA, a copy of the Letter of Intent shall be provided to the City of Livermore.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. If protection is provided through a public agency joint powers authority, the JPA shall be accredited by the California Association of Joint Powers Authorities (CAJPA).

Verification of Coverage

LARPD shall furnish the City of Livermore with original Certificates of Insurance or Certificates of Coverage and endorsements effecting coverage required by this clause. All documents required by this clause are to be signed by a person authorized by that insurer or JPA to bind. All documents are to be received and approved by the City of Livermore before this Agreement is effective.