

**MEMORANDUM OF UNDERSTANDING
AND
ACCESS AGREEMENT
Between
SISKIYOU COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
and
COUNTY OF SISKIYOU
(MOU for DPR Per Capita Grant Program Projects)**

This Memorandum of Understanding and Access Agreement (the "MOU") is entered into by and between the Siskiyou County Flood Control and Water Conservation District, hereinafter referred to as the "District", and the County of Siskiyou, hereinafter referred to as the "County", and collectively referred to as the "Parties".

RECITALS

WHEREAS, the District owns approximately 2,000 acres of forested property surrounding Lake Siskiyou, near Mt. Shasta, California (the "Property"); and

WHEREAS, the District beneficially manages and develops the Property for the general public and for the welfare of residents of the County of Siskiyou; and

WHEREAS, the District leases a portion of the Property (the "Lake Siskiyou Campgrounds") to a concessionaire; and

WHEREAS, the Parties desire to the County to undertake three (3) mutually beneficial projects to help maintain the existing infrastructure in the Campgrounds for the benefit of the public and to upgrade a parking lot on the Property outside of the Campgrounds for the benefit of the public (the "Projects"); and

WHEREAS, the California Department of Parks and Recreation ("DPR") has awarded the County grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, through a grant agreement attached hereto as Attachment "A" ("Grant Contract"), to undertake the Projects; and

WHEREAS, the funds are specifically awarded under the Grant Agreement for the County to renovate the Cable Beach parking area at Lake Siskiyou and to replace the roof on the Siskiyou Grille & Brew and the Bait & Brew buildings at the Campground (See Attachment "B", project descriptions); and

WHEREAS, to that end, the parties desire to enter into this MOU to authorize the County to undertake the Projects on the Property and to ensure cooperation between the County of Siskiyou and the District for access to the Property, including the Campgrounds, and to meet the other requirements of the DPR Per Capita Grant Program and Grant Agreement; and

THEREFORE, in consideration of the mutual interests, and benefits to the District, the County, and the community at large, the Parties agree as follows:

I. **TERM.** This MOU is effective July 1, 2018, and shall terminate on June 30, 2048, unless earlier terminated in accordance with the provisions of Section IV.B of this MOU.

II. **RENEWAL OPTION.** The County shall have the option to renew this MOU for a period beyond the termination date. Any renewal period shall be on the terms and for the period agreed to by the Parties in writing.

III. **SITE CONTROL, ROLES AND RESPONSIBILITIES.**

A. **OBLIGATIONS OF THE DISTRICT:**

1. Upon approval of its Board of Directors, the District shall enter into an MOU with its concessionaire to:

a) Allow the County and its contractors to access the Property, including the Campgrounds and the Lake Siskiyou Grille & Brew building and Bait & Brew building to prepare for and undertake the Projects.

b) Allow representatives of DPR to access the Property, including the Campgrounds, for inspections of the Projects as necessary under the terms of DPR's Per Capita Grant Program. (See Attachment "A", Grant Contract.)

2. Upon execution of the MOU referenced in Section I.A.1., the Board of Directors authorizes the County to proceed with establishing a timeline for, and construction of, the Lake Siskiyou Grille & Brew and Bait & Brew roof replacement projects. (See Attachment "B".) This timeline shall be established in consultation with the District and its concessionaire.

3. The District authorizes the County to proceed with establishing a timeline for, and the construction of, the Cable Beach parking lot project. (See Attachment "B".) The project timeline shall be established in consultation with the District.

4. The District accepts the County's delegation of the operational role of ensuring the Projects are operated for public use and that the Projects are maintained, by the District or its concessionaire, for the period required by the Grant Agreement. The public shall have access to the Projects upon their completion and final inspections. All improvements constructed on the Property shall become shall become the Property of the District.

5. **Compliance with Grant Obligations.** The District shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the County to be in violation of its Grant Agreement. As required by

the Grant Agreement, the District shall record a Deed Restriction for the Property that substantially conforms with the Deed Restriction attached hereto as Attachment "C".

B. OBLIGATIONS OF THE COUNTY:

1. The County shall be the lead agency for CEQA compliance for the Projects.

2. The County shall hire qualified professionals to design and construct the Projects, and, in compliance with its Grant Agreement, shall manage the Request for Proposals and contracting process.

3. The County shall provide the District with a contact list of the contractor(s) chosen to do the work.

4. The County shall work with the District and its concessionaire to manage the timelines and development schedule for the Projects and inspections for completeness of the Projects.

5. The County shall obtain certificates of insurance for all contractors working on the Projects evidencing standard District insurance limits for property damage and injury, auto, professional liability, and workers' compensation. The District, its agents, employees and officers shall be named as an additional insured on these policies.

6. The County delegates its role of ensuring the Projects are operated for public use and are maintained through the term of this MOU (consistent with the requirements of the Grant Agreement) to the District.

IV. GENERAL PROVISIONS.

A. **AMENDMENTS.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. **TERMINATION.** Either Party may terminate this MOU for cause by giving written notification to the other party.

C. PRINCIPALS:

The DISTRICT:

Siskiyou County Flood Control and Water Conservation District

Jason Ledbetter

General Services Director

Ph: (530) 842-8259

Email: jledbetter@co.siskiyou.ca.us

190 Greenhorn Road
Yreka, CA 96097

The COUNTY:

Siskiyou County Public Works
Thomas Deany
Public Works Director
Ph: (530) 842-8250
Email: tdeany@co.siskiyou.ca.us

V. PROVISIONS REQUIRED BY LAW OR GRANT FUNDING DEEMED INSERTED. Every provision of law and clause required by law or by the Grant Agreement (Attachment "A") to be inserted in this MOU shall be deemed to be inserted, and this MOU shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the MOU shall be amended to make the insertion or correction.

IN WITNESS, WHEREOF, the Parties hereto have executed this agreement as of the last written date below.

SISKIYOU COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

Ray A. Haupt, Chair (Date)
Board of Directors
Siskiyou County Flood Control and Water
Conservation District

ATTEST:
LAURA BYNUM
Clerk, Board of Directors

By: _____
Deputy

COUNTY OF SISKIYOU

Ray A. Haupt, Chair
Board of Supervisors
County of Siskiyou, State of California

(Date)

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

EXHIBIT "A"

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE County of Siskiyou

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

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

County of Siskiyou
By Melissa Cummins
Grantee
C12D5E73E02D4F2
(Signature of Authorized Representative)
Title Interim Director of Public Works
Date 6/2/2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
By Jana Clarke
DocuSigned by:
98CAD152004346D
Date 7/22/2021

CERTIFICATION OF FUNDING

CONTRACT NO C9801107	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000004249			PROJECT NO 18-47-001, 18-47-006, 18-47-007
AMOUNT ENCUMBERED BY THIS DOCUMENT \$400,000.00		FUND Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2020/21	
TOTAL AMOUNT ENCUMBERED TO DATE \$400,000.00	Reporting Structured 37900091	Account/Alt Account 5432000-5432000000	ACTIVITY CODE 69806	PROJECT / WORK PHASE	

I. RECITALS

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Siskiyou

GRANTEE

Signed by:

By: Melissa Cummins
C12D5E73E82D4F2

Signature of Authorized Representative

Interim Director of Public Works

Title: _____

6/2/2021

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Represented by:
Jana Clarke

By: _____
98CAD152004348D

7/22/2021

Date: _____

EXHIBIT "B"

PROJECT DESCRIPTION

Renovate existing Cable Beach parking lot for trail users, and to replace the roof of two buildings at the Campground know as the Lake Siskiyou Grille & Brew and the Bait & Brew buildings.