

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

COOPERATIVE AGREEMENT REGARDING TRI-CITY PARK

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

The following provisions shall apply:

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

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

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

3. Parking. The following provisions shall apply:

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

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

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

4. Picnic Shelters. The following provisions shall apply:

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

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

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

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

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

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

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

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

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

9. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A: Depiction of the Property

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

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

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

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

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

//

//

//

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

“COUNTY”

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

By: _____
Chair of the Board of Supervisors
Orange County, California

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

ATTEST:

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

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

By: Thomas A. Miller
Deputy

Date: 11/19/12

"AUTHORITY CITIES"

CITY OF PLACENTIA

By: 

By: Mayor Jeremy Yamaguchi

CITY OF FULLERTON

By: 

By: _____

CITY OF BREA

By: _____

By: _____

"AUTHORITY CITIES"

CITY OF PLACENTIA

By: _____

By: _____

CITY OF FULLERTON

By: _____

By: _____

CITY OF BREA

By: *Dachwitz*

MAYOR

ATTEST: By: *[Signature]*

CITY CLERK



DESIGNED AND PRODUCED BY:
 OC Parks GIS
 Alana Loomis

DATA SOURCE:
 - Geomatics Land Information Systems Division - Eagle Aerial 2009

The County of Orange and OC Parks GIS makes no representation or warranty regarding the registration or accuracy of the data from which this map was derived. Neither the County nor OC Parks GIS shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.

DATE: May 17, 2011



0 60 120 180 Feet

TRI-CITY PARK
 City of Placentia

