

Pursuant to Governor Newsom's Executive Order N-29-20, members of the PROS Commission and staff will participate in this meeting via a teleconference. Members of the public can submit written comments to the Deputy District Clerk at [boardcomment@cambridgesd.org](mailto:boardcomment@cambridgesd.org).



## Parks, Recreation and Open Space Commission (PROS)

REGULAR MEETING  
Tuesday, August 4, 2020 - 10:00 AM

### AGENDA

**Please click the link below to join the webinar:**

<https://zoom.us/j/94570082479?pwd=V0l0WTh6S3JlRzYxWjZZR2hrMldCQT09>

**Password: 592275**

**Or iPhone one-tap:**

US: +16699006833, 94570082479# or +13462487799, 94570082479#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 929 205 6099 or +1 301  
715 8592 or +1 312 626 6799

**Webinar ID: 945 7008 2479**

International numbers available: <https://zoom.us/j/94570082479>

#### 1. OPENING

- A. CALL TO ORDER
- B. ESTABLISH QUORUM
- C. CHAIR REPORT

#### 2. EX - OFFICIO REPORTS

- A. Friends of the Fiscalini Ranch Report

#### 3. PUBLIC COMMENT NOT ON THE AGENDA

Members of the public may now address the Commission on any item of interest within the jurisdiction of the Commission but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the

Brown Act, the Commission cannot discuss or act on items not on the agenda. Each speaker has up to three minutes.

**4. FACILITIES AND RESOURCES SUPERVISOR**

**5. CONSENT AGENDA (Estimated time: 15 Minutes)**

- A. Consideration to Approve the Minutes from the Regular Meeting held on July 7, 2020

**6. REGULAR BUSINESS**

- A. Discussion Regarding the Cambria Skate Park
- B. Discussion Regarding the San Luis Obispo County Beautification and Infrastructure Grant (BIG)

**7. FUTURE AGENDA ITEMS**

**8. ADJOURN**

**Parks, Recreation and Open Space Commission**  
(PROS)  
REGULAR MEETING  
Tuesday, July 7, 2020 - 10:00 AM

**MINUTES**

**1. OPENING**

A. CALL TO ORDER

Chairman Kniffen called the meeting to order at 10:00 a.m.

B. ESTABLISH QUORUM

A quorum was established.

Commissioners present – Commissioners Atencio, Kniffen, Cooper, Renshaw, and Bahringer and Johansson. Lord was absent.

Staff present – General Manager John Weigold, Facilities & Resources Supervisor Carlos Mendoza, and Deputy District Clerk Haley Dodson.

C. CHAIR REPORT: No report

**2. EX - OFFICIO REPORTS:**

A. Friends of the Fiscalini Ranch Report was as follows : Boundary survey is complete, considering our options about incursions. Greeters on the Ranch for July 4, like Memorial Day. Number of visitors down in July, many more mask wearers. Memorial Day averaged 81 visitors/hour on Sunday, July 4<sup>th</sup> average 68 visitors/hour. FFRP commissioned a report by **James Allen** to review forest projects since 2014, with an emphasis on 2019 work. The report was based on in-

complete information and contained inaccuracies, so we asked CCSD and SLO Fire Safe Council to comment on it. With FFRP's review, there are more than 100 annotations to the report. Printed copies are available from FFRP for the cost of reproduction (\$16). A **Fawn was attacked** on the Ranch Saturday by an off-leash dog. The attack was witnessed by a neighbor who called CA Fish & Wildlife who took the fawn to Pacific Wildlife Care. The last I heard the fawn was still alive. Carlos has posted new permanent signs on the Ranch with the leash law. My hope is that over time fewer and fewer people will allow their dogs off leash on the Ranch.

DRAFT

3. PUBLIC COMMENT NOT ON THE AGENDA: Public Comment was as follows: Cyrus, a 15 year student, from Coast Union, spoke eloquently about the need for the skate park for our youth in the town. He and his mother are willing to spear head this effort, but need direction. Cyrus wondered why the skate park was taken down? Commissioner Johansson answered that question with the following: It was unsafe and needed to be removed. As a commission, we did not realize that any of our youth cared. We reached out, but heard nothing back. It will take about \$300,000 to replace it. Cyrus then said that he could vouch for about 30-40 Kids and families who would like and need it to be replaced.

Another member of the public offered his opinion. Michael Campo said that he didn't understand why this had happened. He said there is strong support in the community for the skate park. Over 1,100 people have signed a petition saying just that. He was very angry about the fact it was taken down and not just repaired.

**The Commission has not seen this petition.**

Commissioner Cooper emphasized that if the youth and their families got behind this project and spearheaded the effort it might bring community financial support. That way the youth would own the project and take care of the skate park because they had a part in getting it accomplished. Commissioner Kniffen weighed in that we are willing to help but they need to form a Committee to make a plan and begin fund raising. Commissioner Kniffen is willing to meet with them and help them get on their way to getting a skate park. He assured them that PROS was all for a skate Park, if the need is there.

Commissioner Cooper added that a "Go Fund Me " project might work.

Another member of the public spoke in favor of the project, Paul Nugent.

Cyrus and his mother are going to be at the skate park area on Friday July 10th from 2-3 taking petition signers and talking up fund raising. Commissioners Kniffen and Cooper will attend this meeting too.

4. **FACILITIES AND RESOURCES SUPERVISOR report: Carlos Mendoza was as follows:**

He thanked FFRP for the volunteers on the Ranch Memorial day and 4th of July. He had mowed the fire breaks for fire protection.

Another beautiful Bench is being installed near the Trenton Entrance to the Ranch . It was built by Will Scroggins. Given to us by DAOU Vineyards  
New signs have been placed at the Entrances to the Ranch. They stress the habitat and rules of the Ranch. Weed abatement is taking place on CCSD lots. Once again a thank you to Harvey's honey Huts for maintenance of the facility for the homeless at Cambria Drive and Highway one. The bike share program of the Chamber has ended as the company has gone bankrupt . The racks are available at the CCSD facility yard and the bikes have been distributed to other racks.

5. **CONSENT AGENDA (Estimated time: 15 Minutes)**

- A. Consideration to Approve the Minutes from the Regular Meeting held on June 2, 2020

Commissioner Atencio moved to approve the June 2, 2020 meeting minutes.

Commissioner Cooper seconded the motion.

All approved.

6. **REGULAR BUSINESS**

- A. Discussion of the Closure of Piney Way Access to Fiscalini Ranch: **No new news on Piney Way. We are waiting on guidance from the fire chief.**

7. **FUTURE AGENDA ITEMS:** Discussion on the Skate Park will continue. Pros has \$17,000 in budget from CCSD and \$3,000 to hire a grant writer. Carlos is pursuing getting the grant writer.
8. **ADJOURned :** Chair Commissioner Kniffen adjourned the meeting at 10:40 a.m.

DRAFT



**COUNTY OF SAN LUIS OBISPO**  
**ADMINISTRATIVE OFFICE**  
Wade Horton, *County Administrator*

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July 17, 2020

Cambria Community Services District  
Parks, Recreation, and Open Space Committee  
Stephen Kniffen, Chairman  
1316 Tamsen Dr.  
Cambria, CA 93428

RE: Beautification and Infrastructure Grant (BIG) Program

Dear Mr. Kniffen:

On July 7, 2020, your organization was approved for a Beautification and Infrastructure grant (BIG) by the County of San Luis Obispo Board of Supervisors. To receive grant funding, the enclosed agreement needs to be signed and returned to me at the address below:

County of San Luis Obispo  
Administrative Office  
c/o Courtney Pene  
1055 Monterey Street, Ste. D430  
San Luis Obispo, CA 93408

The following are some helpful tips:

- 1) Please provide TWO signatures in the "Applicant" signature block (see additional information attached), otherwise the agreement will be returned
- 2) Please only add your signatures and leave the date of the agreement blank as that section will be filled out upon execution.
- 3) To expedite funding disbursement, please return the original wet copy agreement by **August 17, 2020** to the County address above.

The enclosed agreement includes as the scope of work (Exhibit A) based on grant submittal. You will be required to submit a year-end report in September of 2021 in a format that will be sent out in the near future. If you have any questions, please call me at 805-788-2642.

With gratitude,

Courtney Pene  
Administrative Analyst

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**County of San Luis Obispo Government Center**

1055 Monterey St., Ste. D430 | San Luis Obispo, CA 93408 | (P) 805-781-5011 | (F) 805-781-5023  
admin@co.slo.ca.us | slocounty.ca.gov



**AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND CAMBRIA COMMUNITY SERVICES DISTRICT, PARKS, RECREATION, AND  
OPEN SPACE COMMISSION**

THIS AGREEMENT made and entered into on \_\_\_\_\_, 2020 by and between County of San Luis Obispo (hereinafter referred to as the "County") and Cambria Community Services District, Parks, Recreation, and Open Space Commission (hereinafter referred to as the "Applicant").

**WITNESSETH:**

**WHEREAS**, Applicant has applied to County for a grant of County funds for the project detailed in the scope of work ("Exhibit "A") attached hereto; and

**WHEREAS**, the County funds that the project is eligible for a County grant of County funds as a local community project; and

**WHEREAS**, the Infrastructure/Beautification Grant Review Committee (Review Committee) reviewed the project as detailed in the scope of work (Exhibit "A") attached hereto; and

**WHEREAS**, the Board of Supervisors approved funding of the Applicant's **planning and preparation for restroom facilities on Fiscalini East Ranch Park** by approving the Review Committee's recommendation on July 7, 2020.

**NOW, THEREFORE**, the parties agree as follows:

1. **SCOPE OF SERVICES**: The Applicant shall perform and complete the activities contained in the Scope of Work (Exhibit A) attached to this agreement.
2. **PURPOSE**: The Applicant agrees that the primary purpose of this grant is to provide funding for programs/programs that benefit the public by promoting the health and well-being of the community, encouraging behaviors and activities that focus on preventing disease, and enabling County residents to reach and maintain optimal health stability and independence.
3. **TERM OF AGREEMENT**: The term of this agreement shall be for 12 months, beginning **July 1, 2020 and ending June 30, 2021**. The agreement may be extended by 90 days if the Applicant and County agree in writing. The Board of Supervisors expressly grants to the County Administrator for County of San Luis Obispo the authority to extend the Agreement pursuant to this Section as long as the change does not

increase the maximum dollar amount of this Agreement or any other burden of the County under this Agreement.

4. GRANT: The County hereby agrees to transfer to Applicant, as a local community grant, **\$20,000** to complete all tasks and activities contained in Exhibit A. Program/project funding shall not be used to supplant existing operations not related to the project but must be used to support the project as proposed in Exhibit A.

Applicant understands and agrees that said grant is for the amount specified herein and the County has no obligation to award further, additional or ongoing grants beyond the term of this agreement.

5. REPORTING: The Applicant shall prepare and submit an annual report within sixty (60) days after the end of the grant period (see #3 - Term of Agreement), and should include the following: 1) final comparison of the approved project budget to actual expenditures, 2) actual project results reported in meaningful, measurable terms, and 3) this report shall be signed and dated by the project program manager. The Applicant shall provide at the County's request any other required or needed reports.

Should Applicant fail to expend the grant funds in the project as proposed in Exhibit A, County may, at its option, require Applicant to repay all or any portion of the funds not expended in the project or improperly expended.

6. EQUIPMENT: If the project budget for this project includes purchase of any equipment which has a useful life extending beyond the termination date of this project, the Applicant agrees that said equipment will be transferred over to County at the conclusion of this project, unless the County consents to a renewal or extension of the same or some similar project by Applicant utilizing the same equipment.
7. ADMINISTRATIVE PROVISIONS: Notwithstanding anything herein to the contrary, the Applicant is subject to the provisions of the applicable state and local laws and the Applicant's Articles of Incorporation and Bylaws.
8. ACCOUNTING: The Applicant shall comply with all applicable accounting regulations and standards.

9. AUDITS:

- A. The Applicant shall maintain such records and accounts pertaining to the project in accordance with general accounting practices. In addition, the Applicant shall maintain such records and accounts as may be required by the County. County may require Applicant, at its sole expense, to have its records and accounts audited annually by an accountant licensed by the State of California and approved in advance by said Auditor-Controller, and to present said audit to the County within thirty (30) days after the completion of the audit. County may make its own audit of Applicant's records and accounts at any time, if County so desires. Financial records should clearly demonstrate that the grant funds have been spent for the intended grant purpose within the scope of work (Exhibit A).
- B. The County shall have the right through its representative, and at all reasonable times, to inspect such books and records; and Applicant hereby agrees that all such records and instruments are available to the County. All State and Federal tax returns of Applicant insofar as this Agreement is concerned shall also be made available to the County for accounting purposes if requested.

10. INDEMNIFICATION: To the fullest extent permitted by law, Applicant shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Applicant's performance or attempted performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.
11. INSURANCE: Applicant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Applicant, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance.

Coverage shall be at least as broad as:

A. Commercial General Liability Insurance Policy ("CGL")

Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with

limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Business Automobile Liability Policy ("BAL")

ISO Form Number CA 0001 covering, Code 1 (any auto), or if Applicant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation And Employers' Liability Insurance Policy ("WC/EL")

Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Applicant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Applicant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Applicant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Applicant.

D. Professional Liability/Errors and Omissions

Insurance covering Applicant's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Applicant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

E. Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be

covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Applicant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Applicant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Applicant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

F. Primary Coverage

For any claims related to this contract, the Applicant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Applicant's insurance and shall not contribute with it.

G. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

H. Failure to Maintain Insurance

Applicant's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Applicant, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Applicant resulting from said breach.

I. Waiver of Subrogation

Applicant hereby grants to County a waiver of any right to subrogation which any insurer of said Applicant may acquire against the County by virtue of the payment of any loss under such insurance. Applicant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

J. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Applicant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

K. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

L. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Applicant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

M. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Verification of Coverage

Applicant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Applicant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County  
Administrative Office  
1055 Monterey Street, #D430  
San Luis Obispo CA 93408  
Attention: Courtney Pene

O. Subcontractors

Applicant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

P. Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Q. Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

12. NON-DISCRIMINATION: Applicant shall not discriminate against any person or class of persons in violation of any and all federal, state and local non-discrimination laws.
13. COMPLIANCE WITH ALL LAWS: Applicant agrees to abide by all laws and regulations applicable to the expenditure of County grant funds, including but not limited to, the audit of the expenditure of these funds for compliance with regulations and the inclusion of provisions guaranteeing compliance with all labor laws and regulations pertinent to public funds.
14. SEVERABILITY: The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.
15. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of, any other remedy provided by law.
16. LAW: This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretations of any of the clauses of the Agreement shall be determined and governed by the laws of the State of California.
17. VENUE: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. ENTIRE AGREEMENT AND MODIFICATIONS: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Applicant shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Applicant specifically acknowledges that in entering into and executing this Agreement, Applicant relies solely upon the provisions contained herein and no other Agreement or oral discussions prior to entering into this Agreement.
19. NO WAIVER: The failure to exercise any right or enforce any remedy contained in this Agreement shall not operate as or be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any right or remedy herein contained.
20. HEADINGS: The headings and other captions contained in this Agreement are for convenience only and shall not be used in interpreting, construing or enforcing of any provisions of this Agreement. This Agreement has been prepared through the efforts of all parties hereto and shall not be construed against any party as the draftsman.
21. NON-ASSIGNMENT OF AGREEMENT: This Agreement is intended to secure specialized services of Applicant and thus Applicant shall not assign, transfer, delegate or sublet this Agreement, or any interest therein, without the prior written consent of the County, and any such assignment, transfer, delegation or sublet without the County's prior written consent shall be considered null and void.
22. NOTICES: Any notices, demands or communication, under or in connection with this Agreement may be served upon County by personal service, or by mailing the same by regular mail and directed to County at:

County of San Luis Obispo  
Administrative Office  
1055 Monterey Street, D430  
San Luis Obispo CA 93408  
ATTN: Courtney Pene

and may be likewise served on Applicant at:

Cambria Community Services District  
Parks, Recreation, and Open Space Committee  
Stephen Kniffen, Chairman  
1316 Tamsen Dr.  
Cambria, CA 93428



**IN WITNESS WHEREOF**, the County has executed this Agreement and the Applicant has caused this Agreement to be approved by its Board of Directors and to be executed by a duly authorized office, all as of the day and year first above written.

AGREED TO ON THE DAY AND YEAR SET FORTH ABOVE.

COUNTY OF SAN LUIS OBISPO

BY: \_\_\_\_\_

\_\_\_\_\_, 2020

APPROVED AS TO FORM AND LEGAL EFFECT

RITA L. NEAL

County Counsel

By: \_\_\_\_\_  
Assistant County Counsel

Applicant: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Applicant: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### Scope of Project, as described in grant application

- Toilet design finalization and construction plan, specification for the sewer line, water line and lighting system, and access trails for people and maintenance equipment.
- These construction plans will be used for the County permitting process. After County approval, the plans will be used in the bidding process for construction.
- The East Ranch toilet will be the size of the other two public toilets built in the Cambria East and West Villages. There will be 2 sides opposite a central mezzanine for fixture access. The woman's side will have an accessible stall and one regular size stall, with sink and baby changing table. The men's side will have an accessible toilet, urinal, sink, and baby changing table.
- These same plans will be used as a basis for design unless it is estimated that commercially built toilets of similar size are more cost effective.