

**AMENDMENT
TO
EAST BAY REGIONAL PARK DISTRICT
MEASURE WW PARK BOND
MASTER CONTRACT – LOCAL GRANT PROGRAM**

MASTER CONTRACT No.: 314500

GRANTEE: Contra Costa County

The East Bay Regional Park District (“District”) and Contra Costa County (“Grantee”), hereby amend the Master Contract – Local Grant Program dated February 1, 2016 as follows:

- I. The Section B (Project Execution), paragraph 10 and Section H (Use of Facilities), paragraph 2 shall be amended as follows:

Section B (Project Execution), paragraph 10

The Grantee shall maintain and operate the property for a period that is commensurate with the type of Project and the proportion of District funds allocated to the capital costs of the Project. With the approval of the District, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use, sale or other disposition of the property, except as authorized by specific action of the District Board of Directors. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements.

For Acquisition Projects, if the use of the property or portion of the property is changed to a use that is not for parks and recreation, or if the property is sold or otherwise disposed of, the Grantee shall either reimburse to the District, or apply to parks and recreation capital purpose (pursuant to agreement with the District as specified in this section), an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater. If funds are reimbursed to the District, such reimbursement will be available for appropriation by the District Board of Directors only for an authorized purpose.

For Development Projects, if the use of the property or portion of the property is changed to a use that is not for parks and recreation, the Grantee shall reimburse to the District an amount equal to (1) the amount of the grant, less (2) a credit based on straight depreciation for time, i.e. a percentage for each year of use. Such

reimbursement to the District will be available for appropriation by the District Board of Directors only for an authorized purpose.

Notwithstanding the above, in the event of an Extraordinary Circumstance, the Grantee shall be excused from performance hereunder during the time and to the extent that the public is prevented from using the property for community park and recreation purposes, including but not limited to, payment of the amount of the grant, fair market value of the real property, or proceeds from the sale or other disposition, whichever is greater. "Extraordinary Circumstance" is an occurrence that is beyond the control of the Grantee and could not have been avoided by exercising reasonable diligence, including without limitation, any act of God; national emergency; riot; war; terrorism; governmental act or direction; change in Laws; earthquake; storm; hurricane; flood, fire, or other natural disaster; or school closure for any reason.

Section H (Use of Facilities), paragraph 2

The Grantee shall maintain and operate the property developed for a minimum of 25 years after final payment of grant funds. The Grantee shall permit periodic inspection of the project by the District during this period and may be required to submit annual project status reports if requested by the District.

2. The contract amount will remain the same.
3. All other terms and conditions of the contract will remain in full force and effect.

CONTRA COSTA COUNTY DEPARTMENT OF
CONSERVATION AND DEVELOPMENT

EAST BAY REGIONAL PARK DISTRICT

Grantee

By: _____

By: _____

(Signature of Authorized Representative)

(Signature of Authorized Representative)

John Kopchik

Robert E. Doyle

(Print Name of Authorized Representative)

(Print Name of Authorized Representative)

Title: Director of Conservation and Development

Title: General Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
District Counsel

Date: _____