

*Original signatures BOD 9/30/97*

AGREEMENT BETWEEN LIVERMORE AREA RECREATION AND PARK DISTRICT  
AND  
EAST BAY REGIONAL PARK DISTRICT  
FOR THE COOPERATIVE PROVISION OF PARK AND RECREATION  
FACILITIES AND SERVICES AND TAX SHARING

Whereas, the Livermore Area Recreation and Park District ("LARPD") provides local and community recreation and park facilities and services to the residents of the area of Alameda County known as the Murray Township, and

Whereas, the East Bay Regional Park District ("EBRPD") currently provides regional park, recreation and open space facilities and services to all the residents of Alameda and Contra Costa Counties, except for the area of Murray Township, and

Whereas, beginning in 1991, the Board of Directors of these two Districts appointed representatives to a liaison committee to begin a series of cooperative consultations to develop a means to bring regional park services into the Murray Township area to better serve the expanding needs of the residents for regional park, recreation and open space facilities and services, while at the same time preserving the high quality of local and community recreation and park facilities and services already provided by LARPD, and

Whereas, after extensive negotiations, the two Districts' liaison team reached a tax sharing agreement that would provide continued funding for the many and varied local and community park and recreation facilities and services operated by LARPD, provide EBRPD a reasonable amount of funds to maintain and operate regional facilities in the Murray Township area, and result solely in a shift in existing tax revenues and no additional tax burden to the residents of Murray Township, as a result of this agreement; and

Whereas, both the Boards of Directors of both Districts have formally approved adoption of a document entitled "A Concept Paper Describing Potential Cooperative Activities of the Two Special Districts," which sets forth the major terms and conditions of the agreement between the two Districts, and

Whereas, EBRPD as the conducting authority, with the support and approval of LARPD, has filed an application with the Alameda County Local Agency Formation Committee ("LAFCO") to annex the Murray Township area into the boundaries of EBRPD for regional park purposes, which annexation shall not otherwise affect or alter the power and authority of LARPD to continue its history of providing local and community park and recreation facilities and services to the residents of Murray Township, and LAFCO has approved said annexation, and

Whereas, the two Districts desire to reduce to writing and enter into a formal agreement containing the terms and conditions of the approved Concept Paper, in order to fulfill their mutual goals and objectives of providing quality regional, community and local park, recreation and open space facilities and services to the residents of the Murray Township area, the parties hereto agree as follows:

1. LARPD will continue to provide all existing LARPD facilities and programs, as well as all future Murray Township community and local park and recreation facilities, and their related maintenance and operation.
2. EBRPD will assume responsibility for acquisition and development of future regional parks, open space areas, and trails within Murray Township, and their related maintenance and operations. The initial guiding document for the regional program will be the existing LARPD Master Plan, and Master Trails Plan; however, when EBRPD undertakes its regular EBRPD Master Plan review (the next review is scheduled for completion by 1994), the Murray Township regional needs will be reviewed as a part of the total EBRPD jurisdictional area review.
3. All EBRPD Master Plan considerations shall include the participation and the cooperation of LARPD in the joint

planning by EBRPD for all future regional facilities and acquisition and development within Murray Township. The planning process may include any other governmental jurisdictions as well as citizens and organizations located within Murray Township.

4. Both parties hereto agree that implementation of the revised EBRPD Master Plan relating to Murray Township regional parks, open space, trails, etc., will be directly related to the availability of financial resources. In general, EBRPD would attempt to achieve capital financing (i.e., acquisition and development) from external sources, including bond acts, Federal and State grant programs, etc.
  
5. Unless otherwise agreed in the future, Sycamore Grove Regional Park will remain an LARPD responsibility. It is the intent of the parties hereto that the Brushy Peak facility will be acquired by LARPD. LARPD and EBRPD then will proceed with a joint development plan, consistent with the specific classification of regional park as defined in each agency's master plan. LARPD will be responsible for the initial operation of Brushy Peak. EBRPD will consider being involved with future operation of the park if requested by LARPD and if resources are available.

6. As a matter of Board policy for each District, a Liaison Committee will be established which would continue to function as a forum for discussion of matters of concern to EBRPD and LARPD with respect to implementation of the cooperative and complementary functions of the two Districts. The four member Liaison Committee, including two Board members from each district, assisted by the General Manager or the General Manager's appointed representative, will meet at least quarterly, throughout each year. The responsibilities of the committee include:

- review of operational issues;
- review of planning issues;
- review of financial issues.

At least one meeting each year will be devoted primarily to a financial review.

7. The Liaison Committee members will provide regular informational reports to their full Boards. Additionally, at appropriate times, the Liaison Committee will conduct public meetings to secure information from members of the public and to enhance public awareness of joint activities. Lastly, the committee will work cooperatively to provide regular information reports to newspapers and other media.

8. A phase-in or incremental shift limited to property tax revenues from LARPD's share of the property tax revenues

generated from the Murray Township area to EBRPD will be in accordance with the following:

To the extent permitted by statute, EBRPD would receive \$0.0075 per \$100.00 AV, total Murray Township, in 93/94 and 94/95, \$0.015 per \$100.00 AV in 95/96 and 96/97, \$.020 per \$100 AV in 1997/98 and 1998/99, \$.0225 per \$100 AV in 99/2000, and \$.0250 in 2000/2001. Beginning with 2001/2002, EBRPD will receive \$.025 of the base year's AV and \$.030 per \$100 of all AV growth over the base year thereafter. The base year is the AV for the year 2000/2001.

The revenues realized by each of the districts will be used in this manner:

EBRPD

- a. In 1993/94 and 1994/95, begin to acquire, plan, develop and operate regional trail segments from Shadow Cliffs to Del Valle, subject to available funding. The total length of the trail segments will be based upon available funds, and the trail will be multi-purpose (i.e., equestrian, bicycle, hiking, jogging). Appropriate staging areas will be provided, and the trail will provide specific access for trail users from Sycamore Grove and Veterans Park to Del Valle Regional Park.

- b. 1995/96 and 1996/97, continue trail development and begin on-going maintenance and operation of the trail segments, identified above, (see 93/94, and 94/95), subject to available funding.
- c. 1997/98 and beyond, subject to available funding;
  - Continued operation of regional trail segments;
  - Acquisition, development, and operation of additional regional parks, open space, and trails as identified in the EBRPD Master Plan revision (to be completed in 1994).

LARPD

- a. In 1993/94 and 1994/95, provide continuing operation and development of Sycamore Grove Park as a regional park facility; acquire Brushy Peak and plan for its development and operation, and continue with assistance to EBRPD to acquire, develop and/or operate regional trail segments, subject to available funding.
- b. In 1995/96 and 1996/97 continue operation and development of Sycamore Grove Park, and continue payment of acquisition costs and begin development and operation of Brushy Peak as a regional park facility, subject to available funding. Continue coordination with EBRPD on regional trail segments.
- c. Subject to available funding, in 1997/98 and beyond, continue operation and development of Sycamore Grove Park,





LARPD:

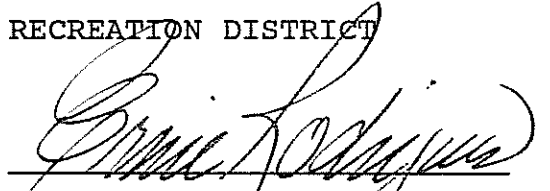
Livermore Area Recreation & Park  
District  
71 Trevarno Road  
Livermore, CA 94550

Either party may change its address by giving notice to the other in the manner provided herein.


12. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
13. This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties.

14. This Agreement shall become effective upon approval of this Agreement by EBRPD's Board of Directors and LARPD's Board of Directors.

LIVERMORE AREA PARK AND  
RECREATION DISTRICT

  
Chairman, Board of Directors

EAST BAY REGIONAL PARK  
DISTRICT

  
President, Board of Directors