



December 6, 2011

Ms. Ann Briggs, President
Coe Park Preservation Fund
5610 Scotts Valley Drive, Suite #B113
Scotts Valley, California 95066

Dear Ann:

Enclosed is a copy of the signed Donation Agreement for the continued operation and maintenance by State Parks, of Henry W. Coe State Park.

The term of this Donation Agreement is effective December 6, 2011 and will expire June 2015.

Should you have any questions regarding the execution of the Agreement documents, please telephone Ted Novack at (916) 653-4179.

Thank you for your support to keep Henry W. Coe State Park open and accessible to the public without an interruption in service.

Sincerely,

James A. Luscutoff, Chief
Concessions, Reservations, and Fees Division

Enclosure

cc: Matt Fuzie, Superintendent, Monterey District

**Donation Agreement
Between
The State of California, Department of Parks and Recreation
And
Coe Park Preservation Fund
For
The Operation and Maintenance of Henry W. Coe State Park**

This Donor Agreement (“Agreement”) effective, December 6, 2011, is by and between the State of California, Department of Parks and Recreation (“State Parks”) and the Coe Park Preservation Fund (“CPPF”), collectively the “Parties”, for the continued operation and maintenance by State Parks of Henry W. Coe State Park (“Coe State Park”) through June 30, 2015.

I. RECITALS

Whereas, State Parks is a department of the State of California and is charged with the administration and operation of the State Park System; and

Whereas, Henry W. Coe State Park is part of the State Park System within the Monterey District of State Parks; and

Whereas, Coe State Park has been selected for closure due to reductions to State Parks’ budget; and

Whereas, the Pine Ridge Association (“PRA”) is a 501(c)(3) non-profit organization and a cooperating association with State Parks pursuant to Public Resources Code § 513 created to assist State Parks in designing and presenting to the public interpretive and educational programs at Coe State Park; and

Whereas, CPPF is a subordinate organization of the PRA created to preserve Coe State Park; and

Whereas, pursuant to Public Resources Code §§ 5005, 5009.1, 5009.2, and 5009.3, State Parks may enter into donation agreements for the acceptance of funds for the purpose of maintenance and operation of units of the State Park System; and

Whereas, CPPF desires to donate funds to State Parks and State Parks desires to accept these funds to allow State Parks to continue operation and maintenance of Coe State Park so that it will remain open for the benefit and enjoyment of the public; and

Now, Therefore, In consideration of the following mutual covenants and obligations, and subject to the terms and conditions set forth herein, the Parties agree as follows:

II. PURPOSE

The purpose of this Agreement is to keep Coe State Park open and operating from July 1, 2012 through June 30, 2015, with funding provided by CPPF. All operation and maintenance of Coe State Park will be performed by State Parks' staff.

III. BACKGROUND

Coe State Park has been placed on a list of 70 state parks that are scheduled to close to help create budgetary savings of 22 million dollars per fiscal year. Monterey District has determined that closing Coe State Park will result in the savings of 3 full time permanent positions, 2 full time seasonal employee wages and approximately \$120,000 dollars in operating costs per fiscal year. Monterey District has also determined that a loss of approximately \$110,000 dollars in revenue per fiscal year will occur as a result of closure. Costs to manage Coe State Park in a closed condition with caretaker status would be borne by Monterey District, Gavilan Sector.

CPPF was created by a group of park supporters as an affiliate of PRA. CPPF is seeking its own individual 501(c)(3) status and anticipates separating from PRA in 2011 for the specific purpose of creating an endowment for the operation and maintenance of Coe State Park in perpetuity. CPPF has been in discussions with the Monterey District during the last few budget cycles where parks were discussed as potentially closing. Upon Coe State Park being placed on the closure list, CPPF began discussions in earnest to determine what funding State Parks would need to keep Coe State Parks open to the public.

IV. ROLES AND RESPONSIBILITIES

A. CPPF Roles and Responsibilities:

1. CPPF shall donate funds to State Parks on an annual basis for fiscal years 2012/13, 2013/14, and 2014/15 in the amount not to exceed the Salary and Benefits schedule provided in Section VI of this document for the classifications as follows: 2 full time permanent State Park Peace Officer (Ranger) ("SPPO Ranger") positions, 1 permanent full time Park Maintenance Worker I ("PMW I") position, and 2

full time seasonal Park Aide positions to be assigned to and perform duties at Coe State Park from July 1, 2012 through June 30, 2015.

2. CPPF shall donate these funds to State Parks on an annual basis for fiscal years 2012/13, 2013/14, and 2014/15 in January to fund the upcoming fiscal year starting with a contribution deposited in January 2012 to be used for the fiscal year 2012/13.

3. Other than providing the funding pursuant to this Agreement, CPPF shall have no administrative responsibility for operating and maintaining Coe State Park.

4. Neither CPPF nor PRA has any responsibility or liability for the programs, activities or duties funded, including, without limitation, insurance or workers compensation.

B. State Parks Roles and Responsibilities:

1. State Parks shall inform CPPF on an annual basis, no later than January 1st, of the estimated funds required for each fiscal year for the operation and maintenance of Coe State Park.

2. Upon receipt of the funds from CPPF, State Parks shall deposit such funds in a separate account within the State Park Contingent Fund to be used exclusively for the operation and maintenance by State Parks of Coe State Park. State Parks shall administer this account as follows:

A. State Parks shall track the revenue and expenses of Coe State Park and provide CPPF an account statement on a fiscal year quarterly basis (September, December, March, June).

B. State Parks shall allow CPPF to review and audit the account.

3. State Parks shall operate and maintain Coe State Park at its sole discretion with the purpose of Protecting Park Resources and keeping Coe State Park open for the benefit and enjoyment of the public.

4. At the end of each fiscal year, any funds remaining in the account, including accrued interest, shall remain in the account and be available for expenditure by State Parks for the next fiscal year in accordance with this Agreement.

5. State Parks shall ensure revenue collected at Coe State Park is returned to Coe State Park for its operation and maintenance.

6. State Parks shall consult with CPPF should the State of California propose fee changes that may affect the ability to collect revenue for operation and maintenance of Coe State Park.

V. ACKNOWLEDGEMENT

This Agreement will receive public acknowledgement from State Parks, for CPPF and the individual(s)/corporations that participate in the program in accordance with State Parks' Donor and Sponsorship Recognition Guidelines.

VI. FUNDING (SALARY AND BENEFITS)

Salary and benefits are determined by the maximum salary at the highest range per classification with an increase of 5% for each year following fiscal 2012/13 in the event of salary increases. If no salary increases occur there will be no increases to salary and benefits. In accordance with Section IV.B.1. of the Agreement, State Parks shall determine the salaries for the classifications and provide CPPF with a budget figure prior to the next fiscal year.

Salary and Benefits Schedule (not to exceed):

Classification	2012/13	2013/14	2014/15
SPPO Ranger	\$94,667	\$99,400	\$104,370
SPPO Ranger	\$94,667	\$99,400	\$104,370
PMW I	\$58,861	\$61,804	\$64,894
Park Aide	\$15,489	\$26,419*	\$26,419
Park Aide	\$15,489	\$26,419*	\$26,419
Total	\$279,173	\$313,442	\$326,472

*Park Aides become eligible for a pay increase in the second year. Any funds left over at the end of the fiscal year in Salary and Benefits will carry over into the next fiscal year.

VII. MODIFICATON

This Agreement may be modified in writing by the mutual agreement of both Parties.

VIII. TERMINATION

The conditions and timing regarding Agreement Termination will be as follows:

- A. For Fiscal Year 2012/2013, termination of this Agreement may occur following 30 day written notification by either Party as long as the CPPF has not

transferred the annual funds for Fiscal Year 2012/2013. Once funds are transferred to State Parks, this Agreement may not be terminated by either Party for any reason through Fiscal Year 2012/2013

- B. For Fiscal Year 2013/2014, termination of the Agreement may occur following 30 day written notification by either Party to the other Party as long as CPPF has not transferred the annual funds for Fiscal Year 2013/2014. Once funds for Fiscal Year 2013/2014 are transferred to State Parks, this Agreement can not be terminated by either Party for any reason through Fiscal Year 2013/2014.
- C. For Fiscal Year 2014/2015, termination of this Agreement may occur following 30 day written notification by either Party as long as the CPPF has not transferred the annual funds for Fiscal 2014/2015. Once funds for Fiscal Year 2014/2015 are transferred to State Parks, the Agreement may not be terminated by either Party for any reason through Fiscal Year 2014/2015.

State Parks shall not be obligated to return to CPPF any funds previously used by State Parks or any revenue collected by State Parks or any other funds received by State Parks from any other source. In the event CPPF cannot provide to State Parks the funds required to operate and maintain Coe State Park, the Parties agree to release each other from the obligations of this Agreement.

IXI. COMPLIANCE WITH LAWS

This Agreement is governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

X. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it shall be severable from this Agreement and the remaining terms, covenants, conditions, and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

XI. NO THIRD PARTY BENEFICIARIES

This Agreement does not confer any additional legal rights, liabilities, or obligations between the Parties or to third parties that do not already exist.

XII. NO ASSIGNMENT

This Agreement is not assignable by either Party, in whole or in part, without prior written consent of the other Party, which shall not be withheld unreasonably. Any such transfer or assignment made in violation of this section shall be void.

XIII. PARAGRAPH TITLES

The paragraph titles of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

XIV. MUTUAL DRAFTING

This Agreement shall be deemed to have been drafted by both Parties, with each having equal say and status. In no event shall any term be interpreted more favorably as to one Party or the other.

XV. OTHER AGREEMENTS

This Agreement in no way restricts either Party from participation in similar agreements with other public or private entities.

XVI. COMPLETE AGREEMENT

This Agreement and any incorporated addenda constitute the entire agreement between the Parties and it supersedes any and all prior oral or written agreements between them. No representations, warranties, or inducements expressed or implied have been made by either Party to the other, except as set forth herein.

XVII. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties, all of who shall be jointly and severally liable hereunder.

XVIII. AUTHORITY TO EXECUTE

Each Party warrants that they have the authority to execute this Agreement and agree for their respective successors and assigns to be bound by its terms and conditions.

XIX. TERM

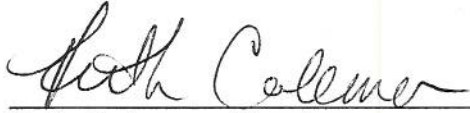
This Agreement shall become effective when signed by authorized representatives of the Parties and shall remain in force until terminated per the terms of this Agreement or by issuance of a written amendment signed and dated by the Parties.

XX. CLAIMS

CPPF shall be liable, to the extent allowed by law, for claims for personal injury or property damage resulting from the negligent or wrongful acts or omissions of CPPF or any officer, employee, or agent of CPPF arising out of or related to this Agreement.

State Parks shall be liable, to the extent allowed by law and subject to California Government Code, Division 3.6, providing for the filing of tort claims against the State of California, for personal injury or property damage resulting from the negligent or wrongful acts or omissions of State Parks or any officer, employee, or agent of State Parks arising out of or related to this Agreement.

SIGNATURES



Ruth Coleman, Director
State of California, Department of Parks and Recreation



Date



Ann Briggs, President and Board Chair
Coe Park Preservation Fund



Date