

## PROJECT AGREEMENT

### CALIFORNIA PARK AND RECREATIONAL FACILITIES ACT OF 1984

APPLICANT Bloomington Recreation and Park District

PROJECT TITLE Ayala Park PROJECT NUMBER 84-R-36004

PROJECT PERFORMANCE PERIOD Date of Appropriation to June 30, 1990

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the California Park and Recreational Facilities Act of 1984, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Ayala Park improvements, including landscaping, irrigation system, walkways, benches, horseshoe pits, and related support facilities.

Total State Grant not to exceed \$ 42,000.00 ✓

Bloomington Recreation & Park District

By [Signature]  
Signature of Authorized Representative

Title Assistant Administrative Officer for  
Special Districts

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By [Signature]  
Date 8/12/85

## CERTIFICATION OF FUNDING

CONTRACT NUMBER <u>84-B-170</u>		FUND PARKLANDS FUND OF 1984			
PROJECT NO. <u>84-R-36004</u>	AMOUNT OF THIS ESTIMATE <u>\$42,000.00</u>		APPROPRIATION		
UNENCUMBERED BALANCE \$	ITEM <u>3790-101-722(a)(200)</u>	CHAPTER <u>111</u>	STATUTES <u>1985</u>	FISCAL YEAR <u>1985/86</u>	
ADJ. INCREASING ENCUMBRANCE \$		FUNCTION			
ADJ. DECREASING ENCUMBRANCE \$		LINE ITEM ALLOTMENT <u>84-86 00218 860</u>			
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.			T.B.A. No.		B.R. No.
SIGNATURE OF ACCOUNTING OFFICER <u>[Signature]</u>			DATE <u>8-9-85</u>		



## CALIFORNIA PARK & RECREATIONAL FACILITIES ACT OF 1984

### Project Agreement Special Provisions

#### General Provisions

##### A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the California Park & Recreational Facilities Act of 1984.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

##### B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. The Applicant agrees to complete the Project in accordance with the time of project performance set forth on page 1, and under the terms and conditions of this agreement.
3. Development plans and specifications or Force Account Schedule shall be reviewed and approved by the State.
4. The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.
5. The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.
6. All significant deviations from the Project shall be submitted to the State for prior approval.

##### C. Project Costs

The Grant moneys to be provided Applicant under this agreement may be disbursed as follows:

1. State may disburse up to 10% of the State grant amount set forth on page 1 of this agreement upon full execution of the agreement.
2. State may disburse up to 100% of the State grant amount set forth on page 1 of this agreement upon receipt and approval by State of Applicant's plans and specifications or Force Account Schedule.
3. After approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State may disburse to Applicant upon receipt and approval by State of a statement of Incurred costs from Applicant the amount of such approved Incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

##### D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

In any event Applicant shall provide State a report showing total final Project expenditures.

2. Property and facilities developed pursuant to this agreement shall be available for inspection by the State upon request.
3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. If grant moneys are advanced, the Applicant should place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.
5. Income earned by the Applicant from a State approved non-recreational use on a grant project shall be used for recreational purposes at the grant project, or, if approved by the State, for recreational purposes within the Applicant's jurisdiction.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

1. Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under State Law or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. In the event State is named as codefendant, the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against State and Applicant because of the concurrent negligence of State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

H. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Applicant agrees to maintain and operate the property acquired or developed for a period commensurate with the type of project and the proportion of State grant funds and local funds allocated to the capital costs of the project.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.



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State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATIONGRANT CONTRACT  
PER CAPITA GRANT PROGRAMGRANTEE Bloomington P.R.D.THE PROJECT PERFORMANCE PERIOD is from July 01, 2000 thru June 30, 2008

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Per Capita Program in the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, agrees to fund the Project(s) up to the total State Grant Amount indicated.

THESE FUNDS ARE FOR THE ACQUISITION, DEVELOPMENT, IMPROVEMENT, REHABILITATION, RESTORATION, ENHANCEMENT, AND INTERPRETATION OF LOCAL PARKS AND RECREATIONAL LANDS AND FACILITIES, INCLUDING RENOVATION OF RECREATIONAL FACILITIES CONVEYED TO LOCAL AGENCIES RESULTING FROM THE DOWNSIZING OR DECOMMISSIONING OF FEDERAL MILITARY INSTALLATIONS.

Total State Grant Amount not to exceed \$137,000.00

Bloomington P.R.D.

By 

(Signature of Authorized Representative)

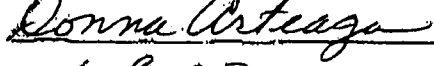
Title Director of Special Districts DepartmentDate June 4, 2003

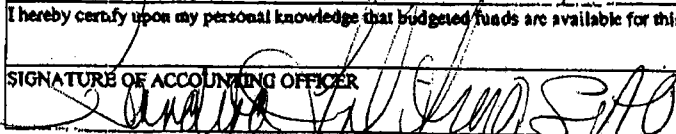
By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATIONBy   
Date 6-9-03CERTIFICATION OF FUNDING  
(FOR STATE USE ONLY)

CONTRACT NUMBER C2003383		FUND Bond Act of 2000			
VENDOR NUMBER 400000415500		AMOUNT OF THIS ESTIMATE \$137,000.00		APPROPRIATION	
UNENCUMBERED BALANCE \$		ITEM 3790-103-0006	CHAPTER 52	STATUTE 2000	FISCAL YEAR 2002/03
T.B.A. NO.	B.R. NO.	INDEX 1091	OBJ. EXPEND 702	PCA 64301	PROJECT / WORK PHASE
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER <u></u>					DATE <u>6-13-03</u>

State of California - The Resources Agency  
**DEPARTMENT OF PARKS AND RECREATION**  
**GRANT CONTRACT**  
**PER CAPITA GRANT PROGRAM**

GRANTEE \_\_\_\_\_

THE PROJECT PERFORMANCE PERIOD is from the July 1, 2000 through June 30, 2008.


The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Per Capita Program in the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000, agrees to fund the Project(s) up to the total State Grant Amount indicated.

**THESE FUNDS ARE FOR THE ACQUISITION, DEVELOPMENT, IMPROVEMENT, REHABILITATION, RESTORATION, ENHANCEMENT, AND INTERPRETATION OF LOCAL PARKS AND RECREATIONAL LANDS AND FACILITIES, INCLUDING RENOVATION OF RECREATIONAL FACILITIES CONVEYED TO LOCAL AGENCIES RESULTING FROM THE DOWNSIZING OR DECOMMISSIONING OF FEDERAL MILITARY INSTALLATIONS.**

Total State Grant Amount not to exceed \$ \_\_\_\_\_

<p>_____</p> <p style="text-align: center;">Grantee</p> <p>By _____</p> <p style="text-align: center;">(Signature of Authorized Representative)</p> <p>Title _____</p> <p>Date _____</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>	<p>The General and Special Provisions attached are made a part of and incorporated into the Contract.</p>  <p>STATE OF CALIFORNIA  DEPARTMENT OF PARKS AND RECREATION</p> <p>By _____</p> <p>Date _____</p>
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**CERTIFICATION OF FUNDING  
(FOR STATE USE ONLY)**

AMOUNT OF ESTIMATE		CONTRACT NUMBER		FUND		
\$						
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION				
\$						
ADJ. DECREASING ENCUMBRANCE		ITEM CALSTARS VENDOR NO.				
\$						
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA		
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.						
SIGNATURE OF ACCOUNTING OFFICER				DATE		
						

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## Grant Contract

### Special Provisions

#### General Provisions

##### A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Acquisition" as used herein means to obtain from a willing seller a fee interest or any other interest, including easements and Development rights, in real property.
3. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.
4. The term "Development" as used herein means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
6. The term "Project" as used herein means the Project described on page 1 of this Contract.
7. The term "State" as used herein means the State of California Department of Parks and Recreation.

##### B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.; Title 14, California Code of Regulations, Section 15000 et. seq.)
4. If the Project includes Development, the Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property Acquisition.

8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or program.
9. Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding shall post signs acknowledging the source of funds.
10. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land, as determined by the State, that is held by the Grantee.
11. The Grantee shall maintain and operate the property funded pursuant to Section 5096.343 (a) (1) of the Public Resources Code for a period that is commensurate with the type of Project and the proportion of state funds or property allocated to the capital costs of the Project. With the approval of the State, 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 or sale or other disposition of the property, except as authorized by specific act of the Legislature. 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. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, 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, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a use authorized by that category.
12. Lands acquired with funds from the Act shall be acquired from a willing seller of the land.
13. The Application shall be accompanied by certification from the Grantee's planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, the District park and recreation plan, or the appropriate planning document, as the case may be, and will satisfy a high priority need.

C. Project Costs

The Grant monies to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total State Grant Amount set forth on page 1 of this Contract:
  - a. Up to a ten percent advance of the total Project Grant Amount
  - b. After the property is in escrow, the Grantee may request up to 80% of the Project Grant Amount as specified in the approved Application, or 100% of the actual Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
  - c. Remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.
2. If the Project includes Development, the State may disburse to the Grantee the grant monies as follows, but not to exceed in any event the total State Grant Amount set forth on page 1 of this Contract:
  - a. Up to a ten percent advance of the total Project Grant Amount.
  - b. On proof of award of a construction contract or commencement of construction by force account, up to eighty percent of the total Project Grant Amount, or the actual cost, whichever is less.
  - c. Remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
2. The Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. The Grantee shall use income earned by the Grantee from use of the Project to further Project related purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure by the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. The Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Contract, except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. The Grantee agrees that in the event the State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the State agree that in the event of a judgment entered against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. The Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property acquired or developed with grant monies under this Contract only for the purposes for which the State Project Grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.

State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

AGREEMENT FOR 1987/88 GRANT PROJECT(S)  
(Fiscal Year)

COMMUNITY PARKLANDS ACT OF 1986

GRANT RECIPIENT Bloomington PRD

THE PROJECT PERFORMANCE PERIOD is from the Date of Appropriation to three years from the Date of Approval of this agreement by the State as shown below.

The Grant Recipient agrees to complete the project(s) as described in the project application(s) under the terms and conditions of this agreement, and the State of California, acting through its Director of Parks and Recreation pursuant to the Community Parklands Act of 1986, agrees to fund the project(s) up to the total state grant amount indicated.

THIS GRANT IS FOR THE ACQUISITION AND/OR DEVELOPMENT, REHABILITATION OF LANDS AND/OR FACILITIES FOR RECREATIONAL AND/OR HISTORICAL PURPOSES WITHIN THE GRANT RECIPIENTS' JURISDICTION.

Total State Grant not to exceed \$ 22,000

Bloomington PRD  
Grant Recipient  
By [Signature]  
Signature of Authorized Representative

The General Provisions attached are made a part of and are incorporated into the Agreement.

Title Assistant Administrative Officer/County Special Districts Office

Date 11/7/88

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By [Signature]  
Date of Approval 12-12-88

CERTIFICATION OF FUNDING

CONTRACT NUMBER <u>86-02-501</u>		FUND COMMUNITY PARKLANDS FUND OF 1986		
PROJECT NO. <u>86-1-36035</u>	AMOUNT OF THIS ESTIMATE <u>\$22,000</u>	APPROPRIATION <u>Local Assistance</u>		
UNENCUMBERED BALANCE \$	ITEM <u>3790-101-716(2)</u>	CHAPTER <u>135</u>	STATUTES <u>1987</u>	FISCAL YEAR <u>1988/89</u>
ADJ. INCREASING ENCUMBRANCE \$	FUNCTION <u>* 3790-492-716(1), ch 3/3/88</u>			
ADJ. DECREASING ENCUMBRANCE \$	LINE ITEM ALLOTMENT <u>86-88 0006E 860</u>			
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER <u>[Signature]</u>		T.B.A. No.	B.R. No.	
		DATE <u>12-12-88</u>		

# COMMUNITY PARKLANDS ACT OF 1986

## Project Agreement Special Provisions

### General Provisions

- A. This contract incorporates by reference the application submitted by the Grant Recipient for the grant funds shown on Page 1 in fiscal year\_\_\_\_\_.
- B. Definitions
1. The term "State" as used herein means the California State Department of Parks and Recreation.
  2. The term "Act" as used herein means the Community Parklands Act of 1986.
  3. The term "Project" as used herein means the project(s) described in the application(s) for grant funds.
  4. The term "Grant Recipient" as used herein means the party described as Grant Recipient on Page 1 of this agreement.
- C. Eligible Facilities
- The grant funds authorized for the program may be expended by the Grant Recipient for any of the following purposes or any combination thereof:
1. The rehabilitation, improvement, or restoration of deteriorated roads, utilities, and other structures and facilities within existing parks and recreational areas.
  2. Neighborhood, community, and regional parks.
  3. Beaches and public accessways to beaches.
  4. Historical sites and structures.
  5. Recreational areas and facilities.
  6. Hiking, bicycling, and equestrian trails.
  7. Development rights and scenic easements in connection with any acquisition made for any purpose specified in subdivisions (2) to (6), inclusive, so long as the right or easement directly enhances the enjoyment or usefulness of the acquisition.
- D. Acquisition
1. Grants that are wholly or partially for the acquisition of real property shall be made on the basis of 75 percent State funds and 25 percent local matching funds or property donated to be part of the project. The Grant Recipient shall certify to the Department that there is available, or will become available prior to the commencement of any work on the project, matching funds or property in the required amount from a nonstate source. Certification of the source and amount or value shall be set forth in the application.
- E. Project Execution
1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Grant Recipient a sum of money (grant moneys) not to exceed the amount stated on Page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project(s) Application(s) and under the terms and conditions set forth in this agreement.  
  
Grant Recipient agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project(s). Any modification or alteration in the Project(s) as set forth in the application(s) on file with the State must be submitted to the State for approval.
  2. The Grant Recipient agrees to complete the Project(s) in accordance with the time of project performance set forth on Page 1, and under the terms and conditions of this agreement.
  3. If the Project(s) includes development, the Certification for Development Projects form must be submitted to the State before construction.
  4. The Grant Recipient shall permit periodic site visits by the State to determine if development work is in accordance with the agreement, including a final inspection upon Project completion.
  5. Grant Recipient in acquiring real property, the eligible cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.
  6. Grant Recipient agrees to furnish State the Acquisition Certification Form before finalizing acquisition.

2. Grant Recipient shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project(s) which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grant Recipient shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against State and Grant Recipient because of the concurrent negligence of State and Grant Recipient, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

J. Financial Records

1. The Grant Recipient shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Grant Recipient for three years following Project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Grant Recipient shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Grant Recipient may use any generally accepted accounting system.

K. Use of Facilities

1. Any property acquired or developed with grant moneys under this agreement shall be used by the Grant Recipient only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grant Recipient agrees to maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State Grant funds and local funds allocated to the capital costs of the project.

L. Nondiscrimination

1. The Grant Recipient shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grant Recipient shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

GRANT AGREEMENT

URBAN OPEN-SPACE AND RECREATION PROGRAM

APPLICANT Bloomington RPD PROJECT NUMBER BB-36-307

PROJECT TITLE Ayala Park

PROJECT PERFORMANCE PERIOD IS July 1, 1989 to June 30, 1992

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Roberti-Z'berg-Harris Urban Open Space and Recreation Program Act, (Public Resources Code Section 5620 et. seq.) agrees to fund the project(s) up to the total state grant amount indicated.

PROJECT DESCRIPTION: (indicate acquisition or development)

Development of land and/or facilities for recreational purposes at Ayala Park.

Total State Grant (not to exceed the grant entitlement nor to exceed 70 percent of Project cost) \$ \$6,004

Bloomington RPD  
Applicant  
By [Signature]  
Signature of Authorized Representative

The Application and attached Provisions are made a part of and are incorporated into the Agreement.

Title Asst. Administrative Officer for Special Districts

Date 1/23/90

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Title \_\_\_\_\_

By [Signature]  
Date 2-13-90

Date \_\_\_\_\_

CERTIFICATION OF FUNDING

CONTRACT NUMBER <u>88-07-526</u>		FUND CALIFORNIA WILDLIFE, COASTAL, AND PARK LAND CONSERVATION FUND			
PROJECT NO. <u>BB-36-307</u>	AMOUNT OF THIS ESTIMATE <u>\$6,004</u>	APPROPRIATION			
UNENCUMBERED BALANCE	ITEM NO. <u>3790-101-786(3)</u>	CHAPTER <u>93</u>	STATUTES <u>1989</u>	FISCAL YEAR <u>1989/90</u>	
ADJ. INCREASING ENCUMBRANCE		FUNCTION			
ADJ. DECREASING ENCUMBRANCE		LINE ITEM ALLOTMENT			
		<u>88-90 T0084 860</u>			
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.			T.B.A. No.		B.R. No.
SIGNATURE OF ACCOUNTING OFFICER <u>[Signature]</u>			DATE <u>FEB 06 1990</u>		

# ROBERTI-Z'BERG-HARRIS URBAN OPEN SPACE AND RECREATION PROGRAM ACT

## Project Agreement Special Provisions

### General Provisions

#### A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Roberti-Z'berg-Harris Urban Open Space and Recreation Program Act.
3. The term "Project" as used herein means the project which is described on Page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on Page 1 of this agreement.
5. The term "Application" as used herein means the documentation required in the State Procedural Guide for the Act.

#### B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on Page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this agreement.  
  
Applicant agrees to furnish at least thirty (30) percent of the total cost of the Project unless waived per the procedures stated in the current State Procedural Guide for the Act and to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.
2. Applicant shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.).
3. If the project includes development, the Applicant agrees to furnish the State a bid package or force account information, whichever is applicable, upon request by the State.
4. Applicant agrees to permit periodic site visits by the State to determine if development work is in accordance with the Description of Project on Page 1 and under the provisions of this agreement including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, Applicant agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon request by the state.
6. All significant deviations from the Project shall be submitted to the State for prior approval.

C. Project Performance

1. Applicant agrees to secure completion of the Project within the project performance period on Page 1, in accordance with the Project Description on Page 1, and under the provisions of this agreement.
2. The Project Performance Period shall begin upon Legislative appropriation of grant funds in the Budget Act or upon date of certification by Applicant's attorney, whichever is later and is shown on Page 1.
3. Applicant may not take title to land or begin on-site construction until Project Performance Period begins.
4. Applicant agrees to encumber (start the project) the grant moneys within three years of the date of approval by the Director of the California Department of Parks and Recreation of the application for such moneys. The date of application approval is the date the Director or his authorized representative signs this agreement. Any part of grant moneys not encumbered within the three-year period shall revert to the State.

D. Project Costs

1. State agrees to disburse to Applicant the total state grant on Page 1 pursuant to the procedures stated in the current State Procedural Guide for the Act.
2. Applicant agrees that State may perform final audit of the Project.

E. Project Administration

1. Applicant agrees to promptly submit periodic reports as the state may request with request to Applicant's use of the grant, but the reports shall not be required to be submitted more frequently than annually.
2. Applicant agrees that property and facilities acquired or developed pursuant to this agreement shall be available for inspection upon request by the state.
3. Applicant agrees to use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. If grant moneys are advanced, the Applicant agrees it should place such moneys in a separate interest-bearing account, setting up and identifying such account prior to the advance; that interest earned on grant moneys shall be used on the Project or paid to the State; and if grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.
5. Applicant agrees that income earned by the Applicant from a State approved non-recreational use on Project shall be used for recreational purposes at the Project, or, if approved by the State, for recreational purposes within the Applicant's jurisdiction.

F. Project Termination

1. Applicant may unilaterally rescind this agreement at any time prior to the expenditure of grant funds. After expenditure of grant funds, this agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the Provisions of money furnished by the State by way of grant moneys under the Provisions of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The Applicant further agrees, therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State.
5. If the project includes development, final payment may not be made until the Project conforms substantially with this agreement and is a usable public recreation facility.

G. Hold Harmless

1. The Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. Applicant agrees to indemnify, hold harmless and defend the State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project, which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise, except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Applicant shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action; in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against the State and Applicant because of the concurrent negligence of the State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Applicant agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Applicant has certified. Applicant acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. Applicant agrees to maintain satisfactory financial accounts, documents, and records for the project and to make them available to the State for auditing at reasonable times. Applicant also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.  
  
During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books records or reports of the other party pertaining to this agreement or matters related thereto. Applicant agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.
2. Applicant agrees to use a generally accepted accounting system.

I. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. Applicant agrees to maintain and operated the property acquired or developed for a period commensurate with the type of Project and the proportion of State Grant funds and local funds allocated to the capital costs of the Project.

J. Nondiscrimination

1. Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

K. Application Incorporation

1. The application and any subsequent changes or additions approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

L. Severability

1. If any provision of this agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable.