



Contract Number

SAP Number

Department of Public Works – Special Districts

Department Contract Representative	Trevor Leja
Telephone Number	386-8800
Contractor	Bloomington Recreation and Park District
Contractor Representative	Trevor Leja
Telephone Number	386-8800
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

LOAN AGREEMENT

THIS AGREEMENT, dated as of _____, 2021 ("Effective Date"), is by and between the San Bernardino County ("County") and the Bloomington Recreation and Park District ("District"), for the purpose of providing a loan to the District to assist with financing construction costs for a proposed new location for Ayala Park to be located at 17909 Marygold Avenue Bloomington, CA 92316 (Assessor's Parcel No. 025205139, 025205138, 025205135) ("Replacement Site"). The County and the District are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

A. The District owns 6 acres of property in fee located at 18313 Valley Boulevard, Bloomington, CA 92316 (Assessor's Parcel No. 0252-161-09 and 0252-161-10) ("Existing Site") for Ayala Park. The District intends to relocate Ayala Park from the Existing Site to the Replacement Site.

B. The County has identified the unincorporated Bloomington community as an investment and revitalization opportunity area resulting in the Valley Corridor Specific Plan ("VCSP"). As part of the VCSP, the County has made financial contributions towards affordable housing development, the new Bloomington Branch Library and public infrastructure improvements and anticipates making further contributions. The Replacement Site is located near the new Bloomington Branch Library and affordable housing development and is part of the revitalization effort in the area.

C. To minimize disruption to the community resulting from the closure of Ayala Park at the Existing Site and its relocation to the Replacement Site, the District desires to begin construction at the Replacement Site prior to sale of the Existing Site.

D. The District requires financial assistance from the County to accomplish its activities.

E. Through this Agreement, and subject to the terms and conditions herein, the County desires to provide financial assistance to the District to assist with construction costs for the Replacement Site for Ayala Park in the form of a loan in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000).

F. The District has been awarded a State Grant in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000). Upon receipt of the grant, the District intends to repay the loan. Nonetheless, in the interim, the District desires financial assistance from the County prior to the sale of the Existing Site.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1. FINANCING

1.1. The County hereby agrees to loan from its funds, and District hereby agrees to borrow, the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (referenced herein as "County Loan") for construction costs related to the Replacement Site as more particularly described in the Legal Description attached hereto as **Exhibit A** and incorporated herein by this reference, subject to the terms and conditions set forth in this Agreement.

1.2 The District's obligation to repay the County Loan shall be evidenced by the unsecured Promissory Note attached hereto as **Exhibit B**.

1.3 The County Loan shall bear interest at the rate earned by the County's pooled investments as determined by the Treasurer-Tax Collector. Simple Interest shall commence from the date of the disbursement of any amounts pursuant to this Agreement.

SECTION 2. PAYMENT

2.1 Any outstanding balance plus interest under the County Loan shall first be paid from any proceeds from the State Grant, which shall occur upon a certain date contingent on certain conditions set forth in the State Award Letter (To Be Received at a later date). If the District fails to receive any State Grant funds or such funds are insufficient to repay the outstanding balance plus interest owed to the County, then the District shall repay such outstanding amounts due with any available source of funds from the District including but not limited to property tax revenue, revenue received from fees and services, and available reserve funds.

2.2 In the event the State Grant is not received by June 30, 2022, the County shall have the right to cause all indebtedness of the District to the County under this Agreement to become immediately due and payable. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code. The District shall be liable to pay the County on demand all expenses, costs and fees (including reasonable attorneys' fees) paid in connection with the collection of the County Loan.

SECTION 3. INSURANCE AND INDEMNIFICATION

3.1 County and District warrant each is a self-insured public entity under a State approved program of self-insurance.

3.2 County agrees to indemnify, defend (with counsel approved by District) and hold harmless the District and its officers, employees, agents and volunteer from any and all claims, actions, losses, damages and/or liability arising out of the County's obligations under this Agreement.

3.3 District agrees to indemnify, defend (with counsel approved by County) and hold harmless the County and the District's officers, employees, agents and volunteer from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this Agreement.

3.4 In the event that the County and/or District are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, each shall indemnify the other to the extent of its comparative fault.

SECTION 4. GENERAL PROVISIONS

4.1 The District irrevocably appoints, designates, and authorizes the County as its agent (said agency being coupled with an interest) to file for record any notices that the County deems necessary or desirable to protect its interest hereunder and under the County Loan.

4.2 The County shall have the right to commence, appear in, or defend any action or proceeding purporting to affect the rights, duties or liabilities of the parties hereunder, or the disbursements of any proceeds of the County Loan.

4.3 This Agreement shall be construed in accordance with and be governed by the laws of the State of California.

4.4 Where an approval or submission is required under this Agreement, such approval, or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of either party, such approval may be given by the Chief Executive Officer or his or her designee who may, in his or her sole discretion, submit such approval or consent for consideration by County Counsel.

- 4.5 This Agreement may not be changed orally, but only by agreement in writing signed by the parties to this Agreement.
- 4.6 The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 4.7 This Agreement, including recitals, constitutes a single, integrated contract, expressing the entire agreement and understanding of the parties concerning the subject matter of this Agreement, and this Agreement supersedes and replaces all prior understandings, negotiations, proposed agreements and agreements, whether oral or written, express or implied.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below.

SAN BERNARDINO COUNTY

BLOOMINGTON RECREATION & PARK DISTRICT

Curt Hagman, Chairman, Board of Supervisors

Curt Hagman, Chairman, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
Of the County of San Bernardino

Lynna Monell, Secretary

By: _____
Deputy

By: _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<p>► _____ Dawn Martin, County Counsel</p> <p>Date _____</p>	<p>► _____</p> <p>Date _____</p>	<p>► _____ Trevor Leja, Assistant Director</p> <p>Date _____</p>