



Contract Number

21-715

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 10/5, 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**

*Curt Hagman*

Curt Hagman, Chairman, Board of Supervisors

Dated: **OCT 05 2021**

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

By: *Jennifer Monell*  
  
 Lynna Monell, Clerk of the Board of Supervisors  
 Of the County of San Bernardino  
 Deputy

**BLOOMINGTON RECREATION & PARK DISTRICT**

*Curt Hagman*

Curt Hagman, Chairman, Board of Directors

Dated: **OCT 05 2021**

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

By: *Jennifer Monell*  
  
 Lynna Monell, Secretary  
 Of the County of San Bernardino  
 Deputy

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► *Dawn Martin*  
 Dawn Martin, County Counsel

Date **Sep 23, 2021**

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► *Trevor Leja*  
 Trevor Leja, Assistant Director

Date **9/23/2021**

**EXHIBIT "A"**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THAT PORTION OF LOT 101, OF THE SUBDIVISION OF MARYGOLD ACRES, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 101; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 111 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO V. K. AUXIER, ET UX., BY DEED RECORDED DECEMBER 12, 1946, IN BOOK 1976, PAGE 257 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAND TO A POINT IN THE NORTHERLY LINE OF PROPERTY CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 23, 1945, IN BOOK 1791 OF OFFICIAL RECORDS, PAGE 29; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PROPERTY CONVEYED TO THE STATE OF CALIFORNIA TO THE WESTERLY LINE OF SAID LOT 101; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT BEGINNING.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY GRANT DEED RECORDED APRIL 19, 1982 AS INSTRUMENT NO. 82-074750 OF OFFICIAL RECORDS.

PARCEL NO. 2:

LOT 102, MARYGOLD ACRES, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 2 ACRES THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR THE PURPOSE OF A FREEWAY BY DEED RECORDED JANUARY 30, 1945 IN BOOK 1732 PAGE 220 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY GRANT DEED RECORDED APRIL 19, 1982 AS INSTRUMENT NO. 82-074750 OF OFFICIAL RECORDS

Assessor's Parcel Number:     **0252-161-09, 10**

## Promissory Note Secured by Deed of Trust

On October 5, 2021 for value received, the undersigned Bloomington Recreation and Park District ("BRPD") (the "Borrower") promises to pay to County of San Bernardino (the "Holder"), on or before June 30, 2022, to the County of San Bernardino c/o Community Development and Housing, or order at 385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor, San Bernardino, California 92415, the principal sum of One Million Five hundred thousand (\$1,500,000) with interest on the unpaid principal balance from October 5, 2021, until paid, at the rate earned by the Holder's pooled investments as determined by the Treasurer-Tax Collector quarterly.

All payments hereunder shall be made in lawful money of the United States of America. The undersigned may repay this Note, in whole or in part, principal or interest at any time without penalty.

If the Holder of this Note prevails in a lawsuit to collect on it, the Borrower agrees to pay the Holder's attorney fees in an amount the court finds to be just and reasonable.

Borrower and Holder agree that until such time as the principal and interest owed under this Note are paid in full, the Note shall be secured by a Deed of Trust to real property commonly known as existing Ayala Park site [Assessor's Parcel Nos. 0252-16-109 and 0252-016-101] to the County of San Bernardino.

BORROWER:

BLOOMINGTON RECREATION AND PARK DISTRICT

A handwritten signature in blue ink, appearing to read "Curt Aguirre", is written over a horizontal line.

HOLDER:

COUNTY OF SAN BERNARDINO

A handwritten signature in blue ink, appearing to read "Curt Aguirre", is written over a horizontal line.