State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Regional Park Program of Proposition 68

PROJECT APPLICATION FORM

PROJECT NAME Yucaipa Regional Park Swim Facility Renovation

REQUESTED GRANT AMOUNT $3,000,000.00
OTHER FUNDING SOURCES $0.00
TOTAL PROJECT COST $3,000,000.00

PROJECT SITE NAME and PHYSICAL ADDRESS where the project is located (including zip code)
Yucaipa Regional Park
33900 Oak Glen Road
Yucaipa, CA 92399

PROJECT SITE OWNERSHIP
(☑ all that apply)
- ☐ Proposed Acquisition of ____ acres
- ☑ _____Acres owned in fee simple by APPLICANT
- ☑ _____Acres available under a _____year lease/easement
- ☐ _____Acres for TURN-KEY Project

Total Park Acres 885 (combine all acres)

NEAREST CROSS STREETS Oak Glen Road

COUNTY OF PROJECT LOCATION San Bernardino County

APPLICANT NAME (entity applying for the grant) **and MAILING ADDRESS**
San Bernardino County Regional Parks, 777 E. Rialto Avenue, San Bernardino, CA 92415

AUTHORIZED REPRESENTATIVE as shown in Resolution

Name *(typed or printed)* and Title	Email address	Phone
Beahta Davis, Director	Beahta.Davis@parks.sbcounty.gov	(909) 387-2340

APPLICATION CONTACT

Name *(typed or printed)* and Title	Email address	Phone
Beahta Davis, Director	Beahta.Davis@parks.sbcounty.gov	(909) 387-2340

GRANT CONTACT For administration of grant if awarded *(if different from* AUTHORIZED REPRESENTATIVE*)*

Name *(typed or printed)* and Title	Email address	Phone
Casey McPheron, Administrative Supervisor	Casey.Mcpheron@parks.sbcounty.go	(909) 387-2576

GRANT SCOPE I represent and warrant that this APPLICATION describes the intended use of the requested GRANT to complete the items listed in the attached Grant Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION, including required attachments, is accurate.

Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution _____ Date _____

Print Name Beahta R. Davis Title Director

Applicant Agency/Organization Name: San Bernardino County Regional Parks

Project Name: Yucaipa Regional Park Swim Facility Renovation

PROJECT SELECTION CRITERION #1 – REGIONAL PARK SUMMARY

Yucaipa Regional Park is 885 acres. Visitors to this facility can enjoy camping, special events, swimming, fishing, picnicking, hiking, disc golf, and playing at either of our two playgrounds. Renovating the swim facility will offer the public with an improved facility to safely enjoy swimming and other waterfront activities.

PROJECT SELECTION CRITERION #2 – SIGNIFICANT REGIONAL ATTRACTION

The current swim facility already enjoys users from across the three-county region. 23,275 people visited the Yucaipa Swim Facility during the 2021 summer season. Improving this facility by upgrading the infrastructure, improving the pool, and replacing waterslides will increase the appeal and ensure safe use of the facility for upcoming swim seasons.

PROJECT SELECTION CRITERION #3 – TYPE OF PROJECT

This will be a renovation project. The project will include replacing both waterslides, improving the pool and facility infrastructure, and updating the design using a theme developed using input from the local community. This project, if approved, will improve regional appeal, as well as increase users of this already popular park amenity.

PROJECT SELECTION CRITERION #4 – DESIGN INPUT

In partnership with the City of Yucaipa, San Bernardino County Regional Parks conducted a community meeting on October 4, 2021, at the Yucaipa Community Center. During this meeting, 10 participants provided input on the projects that would be selected for this project. In addition, 121 online surveys were collected to obtain additional input. The 44% of respondents reported that expanding the existing or building a new swim facility would make Yucaipa Regional Park more enjoyable for their experience. Follow-up community meetings are planned after a decision is made regarding funding of this grant application.

PROJECT SELECTION CRITERION #5 – EMPLOYMENT OR VOLUNTEER OPPORTUNITIES

San Bernardino County Regional Parks will continue to offer community residents the opportunity to volunteer or apply for employment opportunities. Regional Parks provides information regarding employment and volunteer opportunities on our website. Interested applicants can download and submit applications via the County's website.

San Bernardino County Regional Parks has partnered with the Conservation Corps in the past and will continue to partner with this group in the future. This partnership will ensure that the swim facility will remain clean and available for use by all users.

PROJECT SELECTION CRITERION #6 – PARTNERSHIPS OR COMMITTED FUNDING

San Bernardino County Regional Parks is partnering with the City of Yucaipa. There is no committed funding associated with this partnership.

PROJECT SELECTION CRITERION #7 – ENVIRONMENTAL DESIGN

Describe how the project will provide efficient use of water and other natural resources by answering both (A) and (B) combined,

A. How will the project include sustainable techniques involving all of the following? 1. Stormwater 2. Water Efficiency 3. Recycled Materials 4. Landscaping

Sustainable Technique	Description of Sustainable Technique
1.Stormwater	A Water Quality Management Plan will be included as a design requirement. In addition, any new storm water system will be tied into the existing system which retains all run-off on site by draining in to the 3 existing lakes
2.Water Efficiency	The proposed pool, splash pad and water slide will be design with a recirculating closed water system. Pervious paving systems will be included in the design of the splash pad and also tied to the recirculating system. The landscaping with be drought tolerant and on a drip system which will also comply with the State's Model Water Efficient Landscape Ordinance.
3.Recycled Materials	The project will be required to meet the San Bernardino County policy regarding the use of recycled materials.
4.Landscaping	Landscaping will include environmentally friendly shade trees and drought tolerant shrubs and ground cover. Drip systems will also be used. Landscape plans will include worksheets which will meet the requirements of the Model Water Efficient Landscape Ordinance.

B. How will the project include three additional sustainable techniques not listed in A, such as carbon sequestration tree planting, facilitation or safe and reliable drinking water, and/or other energy, water, and natural resource conservation techniques?

Use the chart format below to list and describe each sustainable technique for B.

Sustainable Technique	Description of Sustainable Technique
1.Carbon Sequestration Tree Planting	The landscape design will include shade trees selected with the most carbon absorbing abilities such as Oak Trees, London Plane trees and Eucalyptus. Each tree planted will consume more than 48 pounds of carbon per year
2.Natural resource conservation	The new pool facility will be built in the space occupied by the existing pool so no expansion into existing open space park areas will occur, thus conserving existing park open space.
3.Water	1. Water used for the splash pad, pool and slide will utilize a recirculating system. 2. All storm water run off created as a result of the project will be retained on-site by draining into the existing lake system.
4.	

PROJECT SELECTION CRITERION #8 –HOURS OF OPERATION

Use the chart below to describe the hours of operation: What will be the Monday through Sunday hours of operation for the overall park to accommodate various needs of youth, seniors, and families?

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:30 am-5:00 pm	7:30 am-5:00 pm	7:30 am-5:00 pm	7:30 am-5:00 pm	7:30 am-5:00 pm	7:30 am-5:00 pm	7:30 am-5:00 pm

PROJECT SELECTION CRITERION #9 – PROJECT BENEFITS AND READINESS

Use the chart below to describe how the project will benefit the health and quality of life for youth, seniors, and families, by improving physical activity, cultural enrichment, environmental education, and by advancing solutions to prevent displacement (if applicable).

Benefit	Description of the Benefit
Health and quality of life conditions	Renovating the swim facility at Yucaipa Regional Park will increase opportunities for youth, seniors, and families to experience waterfront activities in an outdoor environment.
Physical Activity	Renovating the swim facility at Yucaipa Regional Park will provide opportunities for youth seniors, and families to increase swimming and waterfront activities.
Cultural Enrichment	Renovating the swim facility, increases opportunities for families to gather and enjoy cultural and family celebrations.
Environmental Education	Not Applicable
Advancing Solutions to Prevent Displacement	Not Applicable

PROJECT SELECTION CRITERION #10 – SEVERELY DISADVANTAGED COMMUNITIES/MEDIAN HOUSEHOLD INCOME

Use the chart below to list the Median Household Income on, or within, the boundary of the regional park according to the Community FactFinder Report

Median Household Income according to the FactFinder report	FactFinder Report ID Number
$82,502	105351

State of California – The Natural Resources Agency

DEPARTMENT OF PARKS AND RECREATION

COMMUNITY FACTFINDER HANDBOOK FORM

APPLICANTS will sign this Form after following the FactFinder Handbook available at parks.ca.gov/rpp.

I certify that the Community Fact Finder Report that was submitted at the time of APPLICATION met the following requirement:

- ✓ The FactFinder Report was generated with the pin located on or within the boundary of the REGIONAL PARK.

I understand if this requirement is not met, OGALS will generate a new report with the pin located in the middle of the REGIONAL PARK and will use the data for purposes of Project Selection Criteria 10.

_____ _____

AUTHORIZED REPRESENTATIVE Signature Date

California State Parks

Community FactFinder Report

Project ID: 105351
Coordinates: 34.0493, -117.0473
Date: 9/26/2021

This is your project report for the site you have defined. Please refer to your Project ID above in any future communications about the project.

PROJECT AREA STATISTICS

County	San Bernardino
City	Yucaipa
Total Population	1,935
Youth Population	526
Senior Population	277
Households Without Access to a Car	57
Number of People in Poverty	264
Median Household Income	$82,502
Per Capita Income	$34,196
Park Acres	235.36
Park Acres per 1,000 Residents	121.63

PROJECT AREA MAP

REPORT BACKGROUND

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported.

Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

Median household and per capita income are calculated as a weighted average of the census block- group values that fall within the project area.

More information on the calculations is available on the methods page.

Demographics—American Community Survey (ACS) 5-year estimates 2014-2018; Decennial 2010 Census; the margin of error (MOE) was not analyzed.

Parks—California Protected Areas Database 2020a CFF adjusted (6/2020) - more information at http://www.CALands.org. Parks and park acres area based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks are defined further in the 2015 SCORP (pg. 4).

Users can send updated information on parks to SCORP@parks.ca.gov

GRANT SCOPE/COST ESTIMATE FORM

Follow the directions starting on page 34.

GRANT SCOPE ITEMS ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	ESTIMATED COST
Pool Removal and Replacement	$ 1,125,000.00
Waterslide Removal and Replacement	$ 1,125,000.00
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	$ 2,250,000.00
Total Estimated PRE-CONSTRUCTION COST (B)	$ 750,000.00
TOTAL PROJECT COST (A+B)	$ 3,000,000.00
Requested GRANT Amount	$ 3,000,000.00
Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	$ 750,000.00

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables, and that all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page 49 before creating a cost estimate.

AUTHORIZED REPRESENTATIVE Signature _____ Date _____

FUNDING SOURCES FORM

Funding Source	Date COMMITTED	Amount
Regional Park Program GRANT Request	TBD	$ 3,000,000.00
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
Grand Total All Funding Sources (Estimated TOTAL PROJECT COST)		$ 3,000,000.00

The APPLICANT understands that the PROJECT cannot be funded unless the requested GRANT equals the estimated cost needed to complete the PROJECT, or, the requested GRANT plus the total amount of additional COMMITTED FUNDS equals the estimated cost of the PROJECT. If the GRANT is awarded, there will be no need for additional fundraising. The PROJECT must be completed and open to the public before the final GRANT payment is processed. If funding sources change from the time of APPLICATION until PROJECT COMPLETION, the APPLICANT understands this form must be updated within 30 days.

AUTHORIZED REPRESENTATIVE Signature _____ Date _____

Applicant Capacity Checklist #8

Applicant Agency/Organization Name: San Bernardino County Regional Parks

Project Name: Yucaipa Regional Park Swim Facility Renovation

1. Previous Construction Projects
   a. **Yucaipa Regional Park Group Tent Shelter Replacement**
      33900 Oak Glen Road, Yucaipa, CA 92399
      Project Scope: Replacement of 6 group tent shelters located in the grouping camping area. This project also included ensuring that two of the shelters were accessible.
      Project Cost: $851,161
      Funding Source: Community Development Block Grant Funding
      Project Timeline: Start Date: April 2020 End Date: June 2021

   b. **Santa Ana River Trail Section I**
      San Bernardino/Riverside County Line to La Cadena Drive, Colton, CA
      Project Scope: Construction of a 3.2-mile multiuse trail.
      Project Cost: $3,992,824
      Funding Source: Proposition 40 River Parkway Funds
      Project Timeline: Start Date: 2006 End Date: 2007

   c. Cucamonga-Guasti Regional Park Lagoon Waterproofing
      800 North Archibald Avenue, Ontario, CA 91764
      Project Scope: This project repaired the swimming pool/lagoon to prevent water from leaking through the pool shell.
      Project Cost: $494,449
      Funding Source: San Bernardino County General Fund
      Project Timeline: Start Date: April 2020 End Date: June 2021

2. Operation and Maintenance Budget Breakdown

Operation and Maintenance Budget

	Utilities	Routine Repairs/Maintenance	Staffing
January	$ 30.00	$ -	
February	$ 30.00	$ -	
March	$ 200.00	$ -	
April	$ 500.00	$ 30,000.00	$ 3,357.60
May	$ 1,300.00	$ 20,000.00	$ 6,715.20
June	$ 1,300.00	$ 5,000.00	$13,430.40
July	$ 1,300.00	$ 5,000.00	$13,430.40
August	$ 1,300.00	$ 5,000.00	$13,430.40
September	$ 1,300.00	$ 5,000.00	$13,430.40
October	$ 200.00	$ 2,000.00	$ 3,357.60
November	$ 30.00	$ -	
December	$ 30.00	$ -	
Annual Total	$ 7,520.00	$ 72,000.00	$67,152.00

3. Operations and Maintenance costs for this amenity will be included in the San Bernardino County Regional Park Department's maintenance budget.

4. Weblink: https://parks.sbcounty.gov/

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
PROJECT TIMELINE FORM

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	**START DATE** (MM/YY)	**END DATE** (MM/YY)	**LEAD AGENCY** responsible for task and contact information	**NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES**
1. Appraisal and Purchase Agreement (for ACQUISITION)	N/A	N/A		
2. Close of escrow (for ACQUISITION)	N/A	N/A		
3. Schematic/concept level design with community-based planning and ADA (Americans with Disabilities Act) considerations			Regional Parks	
4. Site risk assessment for possible contaminants and other complications	11/2022	11/2022	Regional Parks	
5. CEQA for the construction scope	N/A	N/A	Regional Parks	
6. Engineer cost estimate	06/2023	06/2023	Regional Parks	
7. Consultation with CONSERVATION CORPS to consider feasibility			Regional Parks	
8. Construction Documents (final design includes the community-based planning results)	11/2022	11/2022	Regional Parks	
9. Construction Permits	11/2023	11/2023	Regional Parks	
10. Other permits (Note if Department of Toxic Substances Control, Division of the State Architect, US Army Corps of Engineers, or other regulatory permits as applicable to the site, are	N/A	N/A		

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	**START DATE** (MM/YY)	**END DATE** (MM/YY)	**LEAD AGENCY** responsible for task and contact information	**NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES**
required)				
11. Construction Bid Package Preparation/start Bid Process	08/2023	08/2023	Regional Parks	
12. Bid Approval for Construction	10/2023	10/2023	Regional Parks	
13. Environmental cleanup/remediation	N/A	N/A	Regional Parks	
14. Construction Period	11/2023	11/2024	Regional Parks	
15. Grand Opening/completed for public use with grant completion package (three months before the end of the GRANT PERFORMANCE PERIOD).	01/2025	01/2025	Regional Parks	
16. Thirty years of operation and maintenance for public use.			Regional Parks	Thirty years beginning with APPROPRIATION DATE

I certify that the above timeline has been created with input from each agency contact listed in the right column above. The agency contacts for each milestone above have reviewed the project concept, including its location and scope, and represent that the time period estimated for the step "*is reasonable absent any unforeseen circumstances*".

AUTHORIZED REPRESENTATIVE Signature _____ Date _____

State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

Grantee: San Bernardino County Regional Parks

Project Name: Yucaipa Regional Park Swim Facility Renovation

Project Address: 33900 Oak Glen Road, Yucaipa, CA 92399

Is the CEQA analysis complete? ☐ Yes ☒ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

(check one)	Date complete/expected to be completed
☒ Notice of Exemption **(attach recorded copy, if filed)**	08/01/2023
☐ Notice of Determination **(attach recorded copy, if filed)**	

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information

Agency Name: San Bernardino County

Contact Person: Kevin Ryan

Mailing Address: 385 North Arrowhead Avenue, Third Floor San Bernardino CA 92415

Phone: ((909) 387-3199 Email: kevin.ryan@res.sbcounty.gov

Certification

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is adequately described and with sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

Kevin Ryan	10/01/2021	Kevin Ryan
AUTHORIZED REPRESENTATIVE (Signature)	Date	AUTHORIZED REPRESENTATIVE (Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
☐NOE ☐NOD		

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

March 22, 1982

FROM: JAMES L. MATTHEWS, JR., Director
Architecture & Engineering/Real Property Department

SUBJECT: MASTER LAND LEASES WITH THE YUCAIPA PARK & RECREATION DISTRICT (CSA-63) AND THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT FOR LAND AT YUCAIPA REGIONAL PARK

RECOMMENDATION: Approve agreement between CSA 63 and the San Bernardino Valley Municipal Water District and agreement between the County and the San Bernardino Valley Municipal Water District for a master land lease for Yucaipa Regional Park.

BACKGROUND INFORMATION: These agreements lease CSA-63 land within the Yucaipa Regional Park to SBVMWD, who in turn leases to the County all parcels of land north of Oak Glen Road and within the borders of Yucaipa Regional Park. The lease is for a period of seventy-five (75) years.

REASON FOR RECOMMENDATION: These agreements are necessary to permit the Regional Parks Department to negotiate with present and future concessioners for Yucaipa Regional Park facilities, and to legally carry out the County's commitments under the 1966 Joint Powers Agreement and all amendments thereto.

REVIEW BY OTHER DEPARTMENTS: These agreements have been reviewed and approved as to form by Edward Duddy, Deputy County Counsel. They have also been reviewed by the Special Districts Department and the San Bernardino Valley Municipal Water District.

FINANCIAL DATA: The Regional Parks Department will pay $1.00 per year to the SBVMWD and will be responsible for payment of all sewer assessments within the leased parcels.

AGREEMENT 82-100 - CSA 63/San Bernardino Valley Municipal Water District

AGREEMENT 82-101 - San Bernardino Valley Municipal Water District/Yucaipa Regional Park

cc: Real Property w/2 agreements
Contractor w/agreement
c/o Real Property
Auditor w/agreement
Regional Parks
EPWA
File w/agreement

Action of the Board of Supervisors

AGREEMENT NOS. 82-100 and 82-101

APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION	Motion	X	X	Second	Absent
	1	2	3	4	5

ANDREE DISHAROON, CLERK OF THE BOARD

BY Mary Louise Lowrey

DATED: MAR 22 1982

SBVMWD LEGAL DOCUMENT 00991

14-9507-000
Rev. 10/81

COUNTY OF SAN BERNARDINO

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

County Department	Contract Number
EPWA Regional Parks Department	82-101
County Department Contract Representative: W. Meyrahn Ph. Ext. 1912	Contractor's License Number:

Budget Unit No.	Sub-Object No.	Fund No.	Job No.	Amount of Contract
001	2231	001		$1/yr/75 yrs

Project Name: Yucaipa Regional Park

If contract has more than one payment or receipt, complete the following:
Payments Estimate:
Approximate Amount Each: $1.00 per yr

Contractor: San Bernardino Valley Municipal Water District

Birth Date _____ Federal ID No. or Social Security No. _____

Contractor's Representative: Mr. Leroy Holmes, President, Board of Directors

Address: 1350 South E Street, San Bernardino, CA 92408 Phone: 714/889-0433

Nature of Contract: *(Briefly describe the general terms of the contract.)*

Master Lease for SBVMWD and CSA-63 land within the boundaries of Yucaipa Regional Park. Term of the lease is 75 years at a cost of $1.00 per year. This lease permits the Regional Parks Department to lease land at the park to concessioners to provide additional services to the public and additional revenue to the County.

I, ANDREE DISHAROON, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing instrument to be a full, true and correct copy of the original now on file in my office.
Dated:

ANDREE DISHAROON
Clerk of the Board
By Mary Louise Lorenzo
Deputy

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form	Reviewed as to Affirmative Action	Reviewed for Processing
Original signed By Edward Duddy Dep. County Counsel		
County Counsel		Agency Administrator/CAO
Date 8-8-82	Date	Date

02-12204 000 Rev. 11/80

YUCAIPA REGIONAL PARK LEASE AGREEMENT

This Lease Agreement is entered into in the State of California as of July 1, 1981, by and between the County of San Bernardino, a political subdivision of the State of California, hereinafter called the "COUNTY", and the San Bernardino Valley Municipal Water District, a body politic and corporate of the State of California, hereinafter called "WATER DISTRICT", and WITNESSETH:

1. LEASE AREA. The WATER DISTRICT, in consideration of the covenants and agreements hereinafter contained being fully kept and performed, does lease and let unto COUNTY all that certain real property situated in San Bernardino County, California, referred to hereinafter as "LEASE AREA" as shown on Exhibit "A" and as more particularly described in Exhibit "B", both of which Exhibits are attached hereto and made a part of this Lease as if set forth in full. The LEASE AREA does not include the three dams, the dam appurtenances or the structural dam fill as shown on the as-built construction plans of said dams, and the Mill Creek - Yucaipa Pipeline and Inlet Facilities near Lake No. 3 which areas are generally indicated on Exhibit "D" attached hereto and incorporated by this reference. These exceptions shall not prevent COUNTY from landscaping and developing said dam areas or areas adjacent to the pipeline and inlet works. Any development of these areas shall be approved in writing by the WATER DISTRICT after submittal of plans to the WATER DISTRICT and shall be subject to modification or removal at any time to meet dam safety requirements or other requirements which WATER DISTRICT determines must be met in order to carry out or safeguard a project or operation of WATER DISTRICT. It is understood that there are now and may be in the future certain excess street rights-of-way along Oak Glen Road. All such excess rights-of-way are to be considered part of the Park and maintained as such by COUNTY unless and until needed for street purposes.

///

COUNTY COUNSEL
COUNTY CIVIC BUILDING
157 WEST FIFTH STREET
SAN BERNARDINO, CA 92415

ED:op
1-19-82

2. RESTRICTIONS. The real property leased herein is subject to Declaration of Restriction dated January 7, 1974, and recorded in Book 8949, Pages 881 through 882, Official Records, San Bernardino County; and Declaration of Restriction dated March 3, 1979, recorded at Book 9646, Pages 1476 through 1478, Official Records, San Bernardino County; copies of which are attached as Exhibit "C" and incorporated herein by this reference; and various recorded utility easements, easements and permissions for passage of vehicular traffic, and "Offers of Dedication" to San Bernardino County along the northerly Park Boundary. The real property is also subject to restrictions imposed by the Contracts set forth in Sections 3 and 4 hereof and various regulations now or hereafter imposed in connection therewith.

3. PERMITTED USE. The LEASE AREA shall be used for park and recreation purposes and other compatible uses. Any and all other uses and operations shall be approved in writing by the WATER DISTRICT. All operations and uses, whether conducted by the COUNTY or any sublessee, concessionaire, permittee, or other user, shall be conducted in compliance with any requirements or restrictions imposed by WATER DISTRICT's Contract No. D-GGR32 with the California Department of Water Resources, as the same may have been or may be amended from time to time, together with any regulations applicable thereto from time to time, any applicable requirements and regulations of the Division of Safety of Dams of the Department of Water Resources (or any successor thereto) as they may from time to time exist, and any requirements or restrictions imposed by the Water District's contract with the United States Department of Housing and Urban Development, and any amendments thereto, together with any regulations applicable thereto from time to time. Attached hereto as Exhibit "E" and incorporated herein by this reference is a copy of the Contract for Grant to Acquire and/or Develop Land for Open-Space Purposes Under Title VII of the Housing Act of 1961 as Amended, Between the United States Department of Housing and Urban Development and the San Bernardino Valley

COUNTY COUNSEL
COUNTY CIVIC BUILDING
157 WEST FIFTH STREET
SAN BERNARDINO, CA 92415

Municipal Water District dated April 22, 1968, Contract No. OSC238, together with a First Amendatory Contract thereto dated March 3, 1977, and a Second Amendatory contract thereto dated April 17, 1979.

4. ASSUMPTION OF OBLIGATION. The COUNTY shall assume and discharge the WATER DISTRICT's obligation to operate and maintain the park and recreational facilities on the LEASE AREA ("Park") under Contract No. D-GGR32, as amended. Reference is made to AGREEMENT FOR DEVELOPMENT AND OPERATION OF YUCAIPA REGIONAL PARK, dated November 17, 1966, between COUNTY, WATER DISTRICT, Yucaipa Valley Park and Recreation District. Davis-Grunsky Contract No. D-GGR32 is incorporated in Amendment No. 5 to said Agreement as Exhibit 5-D. WATER DISTRICT shall provide COUNTY with copies of any amendments to Contract No. D-GGR32 which are made subsequent to the execution of this Lease Agreement.

5. OPERATION AND MAINTENANCE. (a) COUNTY shall be responsible for the operation and maintenance of the Park, including but not limited to all landscaping, roads, structures, irrigation and domestic water services and the like, but excluding any utility facilities owned by outside agencies. COUNTY shall contract with any concessionaires for any concession improvements within the Park. COUNTY shall take such reasonably available measures as may be necessary to prevent the use of the Park from resulting in physical damage, pollution, or contamination of or to the dams, reservoirs, or appurtenances. WATER DISTRICT may take such additional measures as it deems necessary to protect and preserve the integrity of the dams, reservoirs and appurtenances.

(b) Within the meaning of this section 5, responsibility for operation and maintenance of the irrigation and domestic water service includes responsibility for the cost of such services, except that this provision shall not be construed to constitute a waiver of any remedy or right which has accured or might in the future accrue to COUNTY on account of the breach of any duty imposed upon WATER DISTRICT by this or any other agreement.

COUNTY COUNSEL
COUNTY CIVIC BUILDING
157 WEST FIFTH STREET
SAN BERNARDINO, CA 92415

6. REVENUES. Any revenues, including concession revenues, derived from the Park shall go to the COUNTY.

7. STANDARDS AND SPECIFICATIONS. Recreation and development plans shall comply with County Standards and Specifications, with applicable United States Department of Housing and Urban Development contracts, and with all State Department of Water Resources rules, regulations, and standards which pertain to WATER DISTRICT's Davis-Grunsky Contract.

8. SUBLEASES, ASSIGNMENTS AND CONCESSIONS. Provided any consent required therefor is first obtained, COUNTY may sublet or assign this Lease or portions thereof. Subleases, concession agreements and assignments shall be approved in writing by WATER DISTRICT after review by and approval of other agencies having jurisdiction. Subleases, concession agreements or assignments made in violation of this Section 8 shall be void. COUNTY shall furnish any sublessee with copies of the WATER DISTRICT's contracts with the California Department of Water Resources and the United States Department of Housing and Urban Development referenced herein. As to a concession agreement or lease which has been or may be specifically approved by the California Department of Water Resources, either by separate written approval or by inclusion in the Recreation Plan approved by the State in connection with Davis-Grunsky Contract No. D-GGR 32, approval by WATER DISTRICT shall not be required for any such agreement or lease if the COUNTY is entering into it for the purpose of carrying out its obligations to provide, operate and maintain the Park. All assignments, subleases and concession agreements or leases shall require the assignee, sublessee or concessionaire to comply with all the terms and requirements of this Lease, including applicable terms and conditions of documents incorporated herein.

9. WARRANTY. WATER DISTRICT warrants as to the property which it is leasing hereby that there exist no legal restrictions to the lease of such property except as described herein.

COUNTY COUNSEL
COUNTY CIVIC BUILDING
157 WEST FIFTH STREET
SAN BERNARDINO, CA 92415

10. INDEMNIFICATION AND HOLD HARMLESS. Except as the context makes inapplicable, the indemnification and hold-harmless obligations of the parties with respect to this Lease, are as set forth in Paragraph 8 of Amendment No. 5 to the Agreement for Development and Operation of Yucaipa Regional Park, referred to in Section 4 hereof.

11. ENTRY DURING TERM. WATER DISTRICT reserves the right throughout the term of this Lease to enter upon the LEASE AREA to inspect same and for carrying out any purpose, including releasing water from the Lakes, connected with the business WATER DISTRICT is now or may be hereafter carrying on. Except in emergency situations, as determined by WATER DISTRICT, WATER DISTRICT shall not release water from any of the Lakes except after furnishing to COUNTY's Director of Regional Parks as much advance notice of such release as is possible.

12. TERM. The term of this Lease shall be for seventy-five (75) years commencing as of the first day of July, 1981, and shall terminate seventy-five (75) years thereafter.

13. RENTAL FEE. COUNTY agrees to pay WATER DISTRICT as rental at the rate of one dollar ($1.00) per year each for the term of said Lease or, at COUNTY's option, the total rental fee for the seventy-five (75) year lease period may be paid within thirty (30) days of execution of said Lease.

14. TAXES AND ASSESSMENTS.

(a) COUNTY covenants and agrees to pay all taxes levied during the term of this Lease, including possessory interest tax, upon the LEASE AREA and upon such improvements, fixtures, furniture, and other property owned by COUNTY or any sublessee or concessionaire of COUNTY and used in the exercise of COUNTY's rights under this Lease.

(b) COUNTY specifically agrees to pay such assessments as may be levied on the real property contained within the project boundaries as shown on Exhibit A hereto in proceedings for Assessment District No. 20 commenced by the Yucaipa Valley County Water District on or about April 30, 1980.

COUNTY COUNSEL
COUNTY CIVIC BUILDING
157 WEST FIFTH STREET
SAN BERNARDINO, CA 92415

(c) All other special assessments, charges and fees levied during the term of this Lease on any real or personal property contained within the project boundaries as shown on Exhibit A hereto shall be paid by COUNTY or WATER DISTRICT, or both, in proportion to the benefit received by such party from the improvement or service for which the assessment, charge or fee is levied. If the parties are unable to agree upon their respective payment obligations under this provision, the question shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon an award rendered in such proceedings may be entered in any court of competent jurisdiction.

(d) This provision shall not be construed to create any right or privilege in any third party.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed and their respective seals to be hereunto affixed by their respective proper officers thereunto duly authorized.

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By LeRoy Holmes
President of the Board of Directors

Dated: MAR 1 1982

ATTEST: Richard Flonde
Secretary

APPROVED AS TO FORM:
James W. Dilworth
District General Counsel

COUNTY OF SAN BERNARDINO

BY Paul Biane
Chairman of the Board of Supervisors

Dated: MAR 2 2 1982

ATTEST:
Andree Disharoon
Clerk of the Board of Supervisors

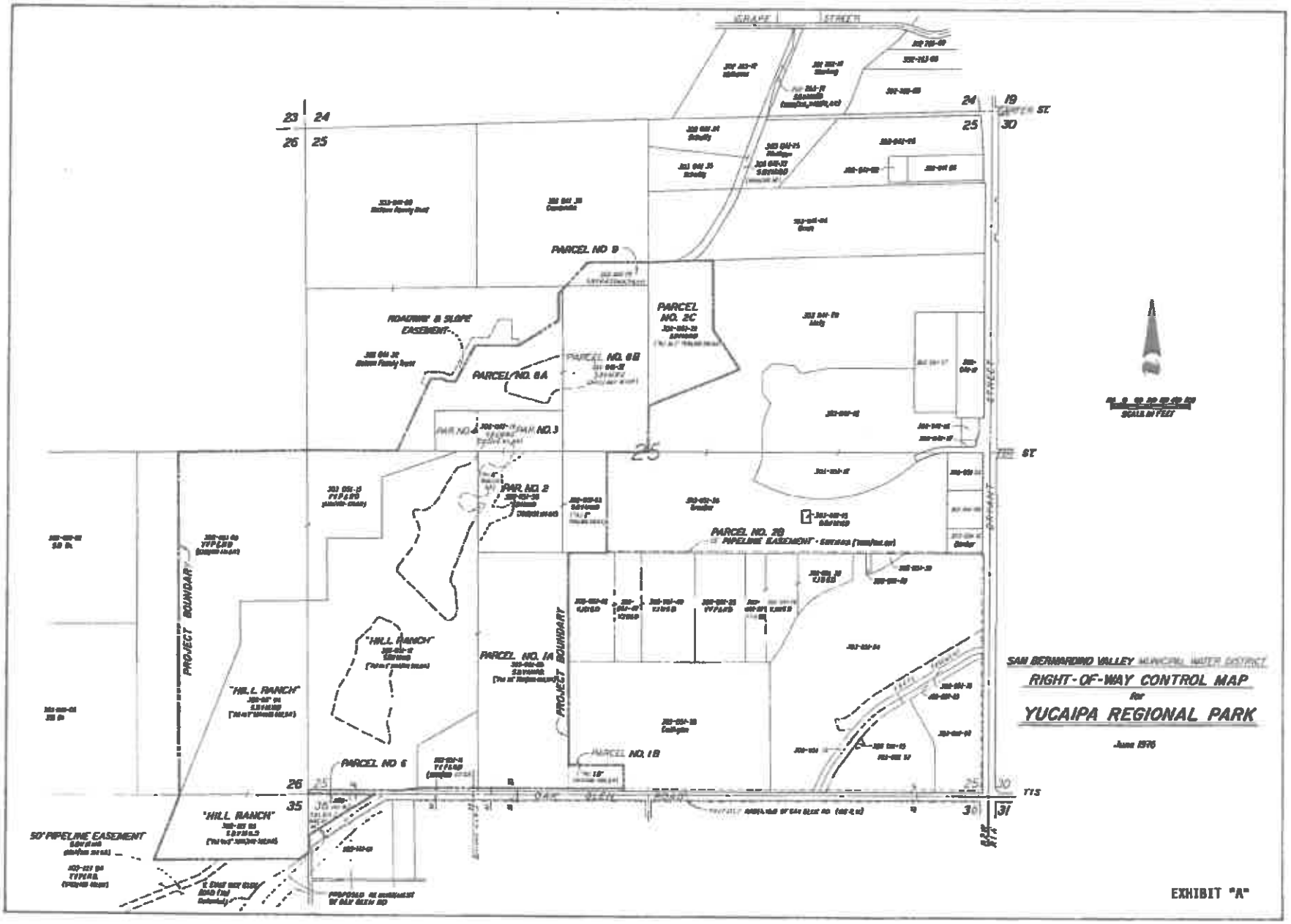
By Mary Louise Lopez
Deputy

APPROVED AS TO FORM:
Dated 3-8-82

Alan K. Marks
County Counsel

By "Original signed By Edward Duddy Dep. County Counsel"
Deputy

COUNTY COUNSEL
COUNTY CIVIC BUILDING
157 WEST FIFTH STREET
SAN BERNARDINO, CA 92415


GRAPE STREET
PARCEL NO 9
ROADWAY & SLOPE EASEMENT
PARCEL NO. 2C
PARCEL NO. 6B
PARCEL NO. 6A
PAR. NO. 4
PAR. NO. 3
PAR. NO. 2
PARCEL NO. 2B
PIPELINE EASEMENT
PARCEL NO. 1A
PARCEL NO. 1B
PARCEL NO. 6
"HILL RANCH"
PROJECT BOUNDARY
50' PIPELINE EASEMENT
BRYANT STREET
SCALE IN FEET
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
RIGHT-OF-WAY CONTROL MAP
for
YUCAIPA REGIONAL PARK
June 1976
EXHIBIT "A"

PARCEL NO. 1A
(Portion of Assessors Parcel No. 303-051-05)

The west 30 acres of the south 170 acres of the east 240 acres of the south 1/2 of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to the official plat of said land filed in the District Land Office, February 14, 1869.

Excepting therefrom that portion of said land lying within public road rights-of-way.

PARCEL NO. 1B
(Portion of Assessors Parcel No. 303-051-05)

That portion of the Southwest 1/4 of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, described as follows:

Beginning at a point on the south line of said Section 25, distant North 89° 33' 58" East 2016.35 feet from the southwest corner of said Section 25, said point being also the southeast corner of the west 30 acres of the south 170 acres of the east 240 acres of the south 1/2 of said Section 25, thence along the east line of said west 30 acres,

1st North 0° 40' 35" West 228 feet, thence,

2nd North 89° 33' 58" East 430 feet, thence,

3rd South 0° 40' 35" East 228 feet to a point in the south line of said Section 25, thence along said south line,

4th South 89° 33' 58" West 430 feet to the point of beginning.

PARCEL NO. 2
(Assessors Parcel Nos. 303-051-50 and 303-051-55)

That portion of the North 70 acres of the East 240 acres of the South 1/2 of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, according to the Official Plat of said land filed in the District Land Office February 14, 1869, lying West of a line drawn parallel with, and 1000 feet Easterly, measured at right angles, from the West line of said North 70 acres.

PARCEL NO. 2C
(Assessors Parcel No. 303-041-21)

That portion of the Northeast 1/4 of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, according to Government Survey, described as follows:

Beginning at the Northwest corner of that certain parcel of land described as Parcel No. 1 in a deed recorded January 19, 1968 in Book 6961, page 683, of Official Records of said County, said point of beginning being also a point in the West line of said Northeast 1/4 of Section 25; thence Easterly 500 feet along the Northerly line of said Parcel No. 1; thence, parallel with said West line, Southerly 550 feet to a point; thence Southeasterly 360 feet, more or less, to a point in a line drawn parallel with and 200 feet Easterly measured at right angles from the above described second course and Southerly prolongation thereof, distant along said parallel line 850 feet Southerly from said Northerly line; thence in a direct line, Southwesterly 750 feet, more or less, to a point in said West line, distant along said West line, Southerly 1,120 feet from the point of beginning; thence along said West line, Northerly 1,120 feet to the point of beginning.

PARCEL NO. 3
(Portion of Assessors Parcel No. 303-041-19)

The south 1/2 of the southwest 1/4 of the southeast 1/4 of the Northwest 1/4 of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to the Official Plat of said land filed in the District Land Office, February 23, 1876.

PARCEL NO. 4
(Portion of Assessors Parcel No. 303-041-19)

The southeast 1/4 of the southeast 1/4 of the southwest 1/4 of the northwest 1/4 of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to the Official Plat of said land filed in the District Land Office, February 23, 1876.

PARCEL NO. 6
(Assessors Parcel No. 303-141-01)

That portion of Lots 1 and 2, Block "A", lying North of the County Road (Oak Glen Road) in Yucaipa Water and Lumber Company Subdivision No. 1, as per plat recorded in Book 17 of Maps, page 27, records of San Bernardino County.

PARCELS NO. 8A & 8B

Those portions of the Southwest 1/4 of the Northwest 1/4, the West 1/2 of the Southeast 1/4 of the Northwest 1/4, and the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, according to Government Survey and Record of Survey filed in Book 28, Page 14, Records of Survey, records of said County, lying Southerly and Easterly of the following described line:

Commencing at the Southwest Corner of the Northwest 1/4 of said Section 25; thence South 89° 58' 35" East, along the South line of said Northwest 1/4, 700.09 feet to the true Point of Beginning; thence North 24° 11' 27" East 608.83 feet; thence South 89° 31' 47" East 80.00 feet; thence South 70° 03' 19" East 60.00 feet; thence South 89° 31' 47" East 55.00 feet; thence North 28° 43' 25" East 318.28 feet; thence South 89° 31' 47" East 335.00 feet; thence North 57° 38' 30" East 368.97 feet; thence North 0° 28' 13" East 215.03 feet; thence North 42° 12' 45" East 73.93 feet, more or less, to the North line of the Southeast 1/4 of said Northwest 1/4; thence North 89° 08' 42" East along said North line 648.66 feet, more or less, to the Northeast corner of said last mentioned Southeast 1/4.

Excepting therefrom: The South 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4; and the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 25.

Together with an easement over the following described parcel for roadway and slopes:
Commencing at the Southwest Corner of the Northwest 1/4 of said Section 25; thence South 89° 58' 35" East, along the South line of said Northwest 1/4 700.09 feet; thence North 24° 11' 27" East 548.83 feet to the true Point of Beginning; said point being on the Northwesterly line of the above described property; thence North 65° 48' 33" West 50.00 feet; thence North 24° 11' 27" East 92.64 feet; thence South 89° 31' 47" East 121.22 feet; thence South 70° 03' 19" East 60.00 feet; thence South 89° 31' 47" East 16.53 feet; thence North 28° 43' 25" East 323.96 feet; thence South 89° 31' 47" East 129.28 feet; thence North 28° 43' 25" East 164.11 feet; thence South 89° 31' 47" East 100.00 feet; thence South 0° 28' 13" West 150.00 feet; thence South 89° 31' 47" East 55.00 feet; thence South 0° 28' 13" West 50 feet to an angle point in the Northwesterly line of the above described property; thence North 89° 31' 47" West 335.00 feet; thence South 28° 43' 25" West, 318.28 feet; thence North 89° 31' 47" West 55.00 feet; thence North 70° 03' 19" West, 60.00 feet; thence North 89° 31' 47" West, 80.00 feet; thence South 24° 11' 27" West, 60 feet, more or less, to the true Point of beginning of said easement.

"HILL RANCH PARCELS" (Continued)

(Assessors Parcel No. 303-031-04)

A portion of the East 1/2 of the Southeast 1/4 of said Section 26, described as follows:

Beginning at the Southeast corner of said Section 26; thence North 0° 01' 43" West, 1,500 feet along the Easterly line of said Section 26; thence South 89° 38' 49" West, 520 feet; thence South 0° 01' 43" East, 330 feet; thence South 21° 22' 25" West, 1,259.38 feet to a point on the Southerly line of said Section 26; thence North 89° 38' 49" East, 1,000 feet along said Southerly line to the point of beginning.

(Assessors Parcel No. 303-121-03)

A portion of the Northeast 1/4 of Said Section 35, described as follows:

Beginning at the Northeast corner of said Section 35; thence South 89° 38' 49" West, 1,000 feet along the Northerly line of said Section 35; thence South 21° 22' 25" West, 537 feet; thence North 89° 38' 49" East, 1,200 feet more or less to a point on the Easterly line of said Section 35; thence Northerly 500 feet more or less along said Easterly line to the point of beginning, except portion lying Southeasterly of the Northwesterly line of County Road.

PARCEL - Yucaipa Valley Park & Recreation District
(Assessors Parcel No's. 303-051-11 and 303-051-13)

The West 1/2 of the Southwest 1/4 of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California.

Excepting therefrom the following described portion:

Beginning at the Southwest corner of said Section 25; thence North 89° 32' 44" East, 850 feet along the Southerly line of said Section 25; thence North 0° 53' 38" West, 380 feet; thence North 59° 28' 16" East, 538.77 feet to a point on the East line of the said West 1/2 of the Southwest 1/4; thence North 0° 53' 38" West, 2,001.76 feet along the East line of said West 1/2 to the Northeast corner of said West 1/2; thence South 89° 34' 07" West, 150 feet along the Northerly line of said West 1/2; thence South 70° 41' 39" West, 626.12 feet, thence South 0° 01' 43" East, 470 feet; thence South 89° 34' 07" West, 430 feet; thence South 0° 01' 43" East, 480 feet; thence South 89° 38' 49" West, 150 feet to a point on the Westerly line of said Section 25; thence South 0° 01' 43" East, 1,500 feet along said Westerly line to the point of beginning, except the Southerly 30 feet of said parcel in County Road.

PARCEL - Yucaipa Valley Park & Recreation District
(Portion of Assessors Parcel No. 303-031-05)

The Easterly 1,000 feet of the Southeast 1/4 of Section 26, Township 1 South, Range 2 West San Bernardino Base and Meridian, in the County of San Bernardino, State of California.

Excepting therefrom the following described portion:

Beginning at the Southeast corner of said Section 26; thence North 0° 01' 43" West, 1,500 feet along the Easterly line of said Section 26; thence South 89° 38' 49" West, 520 feet; thence South 0° 01' 43" East, 330 feet; thence South 21° 22' 25" West, 1,259.38 feet to a point on the Southerly line of said Section 26; thence North 89° 38' 49" East, 1,000 feet along said Southerly line to the point of beginning.

PARCEL NO. 9
(Assessors Parcel No. 303-041-29)

That portion of the North 1/2 of the East 1/2 of the Northwest 1/4 Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, according to Government Survey and Record of Survey filed in Book 28, Page 14, Records of Survey, records of said County, described as follows:

Beginning at the Southeast corner of the North 1/2 of the East 1/2 of the Northwest 1/4 of said Section 25; thence North 0° 18' 36" West along the East line of said Northwest 1/4 187.92 feet, more or less to the Northwest corner of that certain parcel of land described as Parcel 1, in a deed recorded January 19, 1968, in Book 6961, Page 683 of Official Records of said County; thence South 89° 08' 42" West 474.80 feet; thence South 42° 12' 45" West 257.22 feet, to a point on the South line of the North 1/2 of the East 1/2 of said Northwest 1/4; thence North 89° 08' 42" East, along said last mentioned line 648.66 feet to the Point of Beginning.

"HILL RANCH PARCELS"
(Assessors Parcel No. 303-051-12)

Portions of Sections 25, 26, and 35, Township 1 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Bernardino, described as follows:

A portion of the West 1/2 of the Southwest 1/4 of said Section 25, described as follows:

Beginning at the Southwest corner of said Section 25; thence North 89° 32' 44" East, 850 feet along the Southerly line of said Section 25; thence North 0° 53' 38" West, 380 feet; thence North 59° 28' 16" East, 538.77 feet to a point on the East line of the said West 1/2 of the Southwest 1/4; thence North 0° 53' 38" West, 2,001.76 feet along the East line of said West 1/2 to the Northeast corner of said West 1/2; thence South 89° 34' 07" West, 150 feet along the Northerly line of said West 1/2; thence South 70° 41' 39" West, 626.12 feet; thence South 0° 01' 43" East 470 feet; thence South 89° 34' 07" West, 430 feet; thence South 0° 01' 43" East, 480 feet; thence South 89° 38' 49" West, 150 feet to a point on the Westerly line of said Section 25; thence South 0° 01' 43" East, 1,500 feet along said Westerly line to the point of beginning, except the Southerly 30 feet of said parcel in County Road.

MAIL TO
SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT
P.O. Box 5906
SAN BERNARDINO, CA 92412

NO FEE

RECORDED IN OFFICIAL RECORDS
JUN 16 1976 AT 9 30 A.M.
V. DENNIS WARDLE
CLERK-RECORDER
SAN BERNARDINO COUNTY, CALIF.

DECLARATION OF RESTRICTION

This declaration is made on the date hereinafter set forth by the San Bernardino Valley Municipal Water District.

The San Bernardino Valley Municipal Water District is the owner of certain real property in the County of San Bernardino, State of California which is more particularly described as set forth on Exhibit "A" attached hereto and incorporated herein by reference. The acquisition of said real property was funded in part by funds granted to the District by the United States Department of Housing and Urban Development pursuant to a contract providing for the acquisition and development of the real property for certain open space purposes.

NOW, THEREFORE, the San Bernardino Valley Municipal Water District hereby declares that said real property shall be held subject to the restriction that it may not be sold, leased or otherwise transferred without the prior written approval of the Secretary of Housing and Urban Development, his designee or any successor thereto.

IN WITNESS WHEREOF the San Bernardino Valley Municipal Water District has caused this declaration to be executed this 7th day of January, 19 74.

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By [signature]
President

[signature]
Secretary

STATE OF CALIFORNIA,
COUNTY OF San Bernardino } ss.

ON January 7 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd Yount and LeRoy Holmes, known to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

[signature]
Notary Public in and for said State.

OFFICIAL SEAL
BRENDA M. McCULLOUGH
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Commission Expires July 11, 1977

BRYMAR LEGAL
DOCUMENT 00425

ACKNOWLEDGMENT—General—Adcotts Form 233—Rev. 3-64

EXHIBIT "C"

Parcel No. 1a

All that certain real property located in the County of San Bernardino, State of California, described as follows:

The West 30 acres of the South 170 acres of the East 240 acres of the South 1/2 of Section 25; T1S, R2W, SBBM, according to the official plat of said land filed in the District Land Office, February 14, 1869, excepting therefrom that portion of the above described property lying within the right of way of the County road.

Parcel No. 1b

All that certain real property located in the County of San Bernardino, State of California, described as follows:

Beginning at the Southwest corner of Section 25; T1S, R2W, SBBM, thence N89° 33' 58" E 2016.35 feet along the South line of said Section 25 to the true point of beginning; thence N0° 40' 35" W 228 feet; thence N89° 33' 58" E 430 feet; thence S0° 40' 35" E 228 feet; thence S89° 33' 55" W 430 feet to the true point of beginning, excepting therefrom that portion of the above described property lying within the right of way of the County road.

Parcel No. 2

All that certain real property located in the County of San Bernardino, State of California, described as follows:

All of that portion of the North 70 acres of the East 240 acres of the South 1/2 of Section 25; T1S, R2W, SBBM, according to the official plat of said land filed in the District Land Office February 14, 1869, lying West of the East line of the West 1/2 of the East 1/2 of the SW 1/4 of said Section 25, except that portion of said land conveyed to the San Bernardino Valley Municipal Water District by deed dated Dec. 11, 1963, and recorded in Book 6046, Page 214, official records of San Bernardino County.

Parcel No. 3

All that certain real property located in the County of San Bernardino, State of California, described as follows:

The South 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4 of Section 25; T1S, R2W, SBBM, according to the official plat of said land filed in the District Land Office February 23, 1876.

Parcel No. 4

All that certain real property located in the County of San Bernardino, State of California, described as follows:

The SE 1/4 of the SE 1/4 of the SW 1/4 of the NW 1/4 of Section 25; T1S, R2W, SBBM, according to the official plat of said land filed in the District Land Office February 23, 1876.

Exhibit "A"

DECLARATION OF RESTRICTION

This declaration is made on the date hereinafter set forth by the San Bernardino Valley Municipal Water District.

The San Bernardino Valley Municipal Water District is the owner of certain real property in the County of San Bernardino State of California which is more particularly described as set forth on Exhibit "A" attached hereto and incorporated herein by reference. The acquisition of said real property was funded in part by funds granted to the District by the United States Department of Housing and Urban Development pursuant to a contract providing for the acquisition and development of the real property for certain open space purposes.

NOW, THEREFORE, the San Bernardino Valley Municipal Water District hereby declares that said real property shall be held subject to the restriction that it may not be sold, leased or otherwise transferred without the prior written approval of the Secretary of Housing and Urban Development, his designee or any successor thereto.

IN WITNESS WHEREOF the San Bernardino Valley Municipal Water District has caused this declaration to be executed this 5th day of March, 1979.

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

1023

By Lloyd Yount
President

LeRoy Holmes
Secretary

1033

RECORDED IN OFFICIAL RECORDS
MAR 20 1979 AM 1:41 P.M.
SAN BERNARDINO COUNTY, CALIF.

NO FEE
B

TO 1848 CA (8-74)
(Corporation)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF San Bernardino } SS.
On March 5, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd Yount
known to me to be the President, and LeRoy Holmes
known to me to be Secretary
of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Brenda M. McCullough

(OFFICIAL SEAL)
BRENDA M. McCULLOUGH
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Commission Expires July 11, 1981

(This area for official notarial seal)

COMPARED LEGAL DOCUMENT 00845

EXHIBIT "C"

PARCEL NO. 8A, 8B

(Batson)

Those portions of the Southwest quarter of the Northwest quarter, the West one-half of the Southeast quarter of the Northwest quarter, and the East one-half of the Southeast quarter of the Northwest quarter of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, according to Government Survey and Record of Survey filed in Book 28, Page 14, Records of Survey, records of said County, lying Southerly and Easterly of the following described line:

Commencing at the Southwest Corner of the Northwest quarter of said Section 25; thence S 89° 58' 35" E, along the South line of said Northwest quarter 700.09 ft. to the true Point of Beginning; Thence N 24° 11' 27" E 608.83 ft.; Thence S 89° 31' 47" E 80.00 ft.; Thence S 70° 03' 19" E 60.00 ft.; Thence S 89° 31' 47" E 55.00 ft.; Thence N 28° 43' 25" E 318.28 ft.; Thence S 89° 31' 47" E 335.00 ft.; Thence N 57° 38' 30" E 368.97 ft.; Thence N 0° 28' 13" E 215.03 ft.; Thence N 42° 12' 45" E 73.93 ft., more or less, to the North line of the Southeast quarter of said Northwest quarter; Thence S 89° 08' 42" E along said North line 648.66 ft., more or less, to the Northeast corner of said last mentioned Southeast quarter.

Excepting therefrom: The South one-half of the Southwest quarter of the Southeast quarter of the Northwest quarter; and the Southeast quarter of the Southeast quarter of the Southwest quarter of the Northwest quarter of said Section 25.

Together with an easement over the following described parcel for roadway and slopes:

Commencing at the Southwest Corner of the Northwest quarter of Said Section 25; thence S 89° 58' 35" E, along the South line of said Northwest quarter 700.09 ft., Thence N 24° 11' 27" E 548.83 ft. to the true Point of Beginning; said point being on the Northwesterly line of aforementioned Parcel A; Thence N 65° 48' 33" W 50.00 ft.; Thence N 24° 11' 27" E 92.64 ft.; Thence S 89° 31' 47" E 121.22 ft., Thence S 70° 03' 19" E 60.00 ft.; Thence S 89° 31' 47" E 16.53 ft.; Thence N 28° 43' 25" E 323.96 ft.; Thence S 89° 31' 47" E 129.28 ft.; Thence N 28° 43' 25" E 164.11 ft.; Thence S 89° 31' 47" E 100.00 ft.; Thence S 0° 28' 13" W 150.00 ft.; Thence S 89° 31' 47" E 55.00 ft.; Thence S 0° 28' 13" W 50 ft. to an angle point in the Northwesterly line of said Parcel A; Thence Southerly and Westerly along said Northwesterly line to the Point of Beginning.

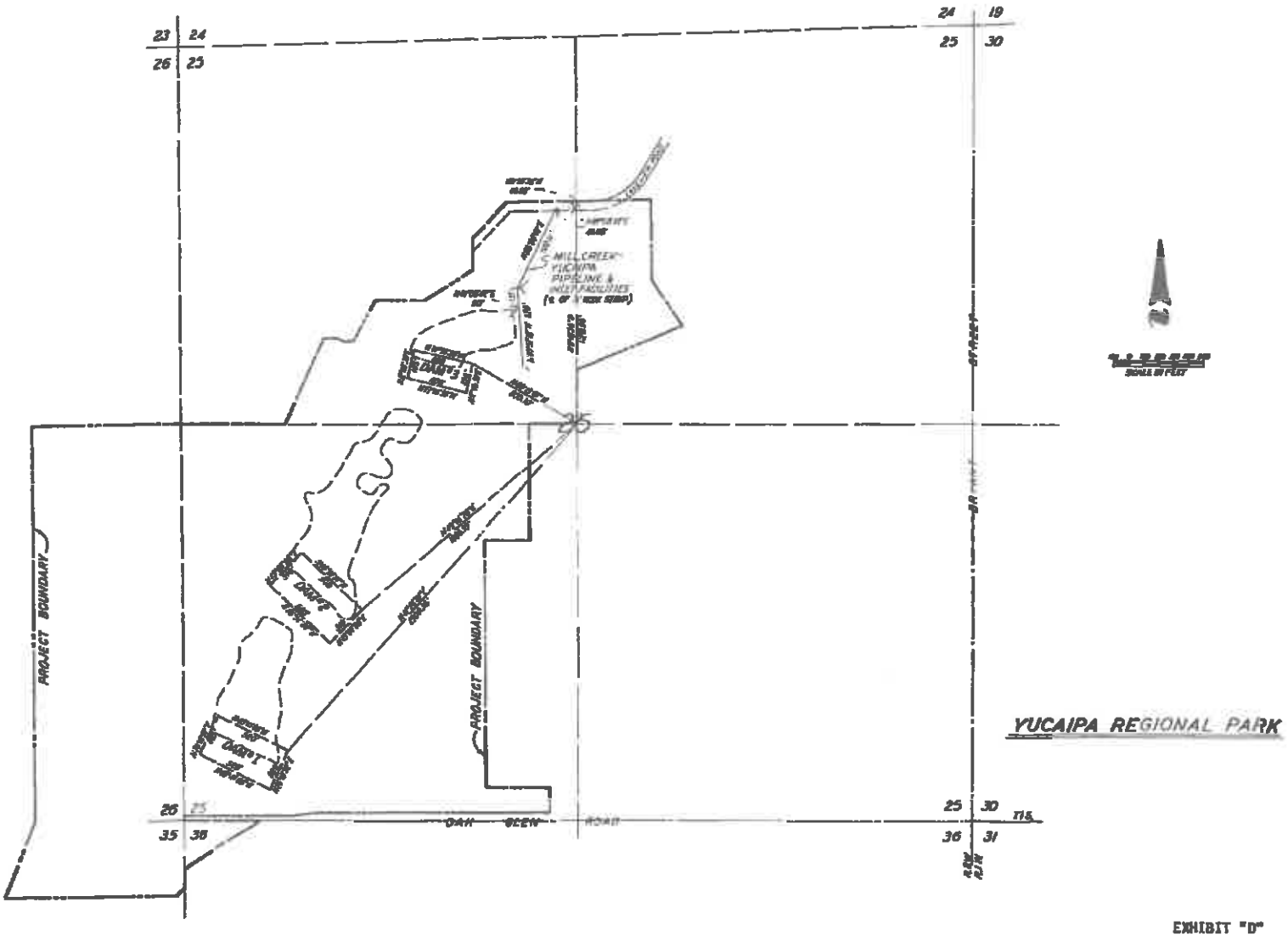
Exhibit "A"

EXHIBIT "C"

PARCEL NO. 6: All that certain real property located in the County of San Bernardino, State of California, described as follows:

Those portions of Lots 1 and 2, Block A, Subdivision No. 1, Yucaipa Water and Lumber Co., recorded April 28, 1909, lying northwesterly of the right of way of the County Road.

NOTE: Bearings used in above descriptions based on San Bernardino County Surveyor's official maps and records showing the South line of Section 25, T1S, R2W, SBBM, and North line of Section 36 bearing N 89° 33' 58" E, the East line of W 1/2, SW 1/4 Section 25 bearing S 0° 53' 16" E, and the West line of Section 36 bearing N 0° 30' 26" W.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MILL CREEK
YUCAIPA
PIPELINE &
INLET PIPELINES
PROJECT BOUNDARY
PROJECT BOUNDARY
26
25
35
36
OAK GLEN ROAD
25
30
36
31
T1S
YUCAIPA REGIONAL PARK

EXHIBIT "D"

HUD-3180a
(1-67)

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT FOR GRANT TO ACQUIRE AND/OR DEVELOP LAND FOR OPEN-SPACE PURPOSES UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

PART I

Project No. Calif. OSC-238

Contract No. Calif. OSC-238(G)

THIS AGREEMENT, consisting of this Part I and the Terms and Conditions (Form HUD-3180b, dated 1-67) forming Part II hereof (which Parts, together, are herein called the "Contract"), effective on the date hereinbelow set out, by and between San Bernardino Valley Municipal Water District (herein called the "Public Body") and the United States of America (herein called the "Government"), WITNESSETH:

In consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do agree as follows:

SEC. 1. PURPOSE OF CONTRACT

The purpose of this Contract is to provide Federal financial assistance to the Public Body in the form of a grant of Federal funds (herein called the "Grant") under Title VII of the Housing Act of 1961, as amended, for the purpose of carrying out a certain open-space land project (herein called the "Project") and to state the terms and conditions under which such assistance will be extended.

SEC. 2. THE PROJECT

(a) The Public Body agrees to undertake, carry out, and complete the acquisition of fee simple title in and development of that certain land located in the County of San Bernardino, State of California, and more generally described as follows:

PARCEL NO. 1a: All that certain real property located in the County of San Bernardino, State of California, described as follows:

The West 30 acres of the South 170 acres of the East 240 acres of the South 1/2 of Section 25; T1S, R2W, SBM, according to the official plat of said land filed in the District Land Office, February 14, 1869, excepting therefrom that portion of the above described property lying within the right

EXHIBIT "E"

of way of the County road.

PARCEL NO. 1b: All that certain real property located in the County of San Bernardino, State of California, described as follows:

Beginning at the Southwest corner of Section 25; T1S, R2W, SBBM, thence N89° 33' 58" E 2016.35 feet along the South line of said Section 25 to the true point of beginning; thence N0° 40' 35" W 228 feet; thence N89° 33' 58" E 430 feet; thence S0° 40' 35" E 228 feet; thence S89° 33' 58" W 430 feet to the true point of beginning, excepting therefrom that portion of the above described property lying within the right of way of the County road.

PARCEL NO. 2: All that certain real property located in the County of San Bernardino, State of California, described as follows:

All of that portion of the North 70 acres of the East 240 acres of the South 1/2 of Section 25; T1S, R2W, SBBM, according to the official plat of said land filed in the District Land Office February 14, 1869, lying West of the East line of the West 1/2 of the East 1/2 of the SW 1/4 of said Section 25, except that portion of said land conveyed to the San Bernardino Valley Municipal Water District by deed dated Dec. 11, 1963, and recorded in Book 6046, Page 214, official records of San Bernardino County.

PARCEL NO. 3: All that certain real property located in the County of San Bernardino, State of California, described as follows:

The South 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4 of Section 25; T1S, R2W, SBBM, according to the official plat of said land filed in the District Land Office February 23, 1876.

PARCEL NO. 4: All that certain real property located in the County of San Bernardino, State of California, described as follows:

The SE 1/4 of the SE 1/4 of the SW 1/4 of the NW 1/4 of Section 25; T1S, R2W, SBBM, according to the official plat of said land filed in the District Land Office February 23, 1876.

PARCEL NO. 5: All that certain real property located in the County of San Bernardino, State of California, described as follows:

Those portions of Lots 1, 2, 3, 14, 15 and 16, Block A, Subdivision No. 1, Yucaipa Water and Lumber Co., recorded April 28, 1909, described as follows:

Beginning at a point on the North line of Section 36, T 1 S, R 2 W, SBBM, said point being the center of the North line of said Lot 3; thence southerly along the center line of said Lots 3 and 14, 800.00 feet; thence westerly parallel to said North line of Section 36 to the center line of the county road (Oak Glen Road, also shown on maps of record as James

Birch Road); thence northerly and easterly along said center line to the point of beginning, excepting therefrom such portions of said Block A dedicated for public roadway.

PARCEL NO. 6: All that certain real property located in the County of San Bernardino, State of California, described as follows:

Those portions of Lots 1 and 2, Block A, Subdivision No. 1, Yucaipa Water and Lumber Co., recorded April 28, 1909, lying northwesterly of the right of way of the County Road.

NOTE: Bearings used in above descriptions based on San Bernardino County Surveyor's official maps and records showing the South line of Section 25, T1S, R2W, SBBM, and North line of Section 36 bearing N 89° 33' 58" E, the East line of W 1/2, SW 1/4 Section 25 bearing S 0°53'16" E, and the West line of Section 36 bearing N 0°30'26" W.

The Public Body agrees to develop the land in the following manner and with the improvements described:

Family picnic units, group picnic units, outdoor kitchen facility, drinking facilities, roads, trails, parking, walks, bridge, drainage aprons, culvert, fencing, grading, fire suppression - hydrants, and park area development - turf and irrigation, planting and irrigation, and natural planting and irrigation.

(b) The Public Body agrees to retain said land, as developed, for permanent open-space purposes, and the open-space use or uses of said land shall be for park and recreational purposes, conservation of land and other natural resources, or histroic or scenic purposes.

SEC. 3. THE GRANT

In order to assist the Public Body in carrying out the Project, the Government agrees to make a Grant in an amount equal to 50 percent of the actual cost of the Project, or in the amount of $159,993, whichever is less.

SEC. 4. RELOCATION GRANT

(a) The Government further agrees to increase the Grant otherwise payable to the Public Body pursuant to the provisions of Section 3 hereof in an amount equal to the relocation payments which are made by the Public Body in connection with the Project, in accordance with regulations prescribed by the Secretary with respect thereto: Provided, That the amount of such increase shall in no event exceed the sum of $None.

(b) The Public Body agrees to make relocation payments to or on behalf of eligible families, individuals, business concerns, and nonprofit organiza-

tions in accordance with and to the fullest extent permitted by the regulations prescribed by the Secretary and within the limitations of subsection (a) hereof.

(c) No part of the amount of the relocation payments provided for hereunder shall be included in computing the amount of the Grant otherwise payable to the Public Body pursuant to the provisions of Section 3 hereof.

SEC. 5. TIME OF PERFORMANCE

The Public Body agrees that it will:

(a) Complete the acquisition of the open-space within six months after date of Contract.

(b) Initiate the development activities contemplated under this Contract within 6 months after completion of acquisition of the open-space land, or within 6 months after approval of the Application for the Grant payable hereunder, whichever is later, and that it will complete such development activities within a reasonable period of time thereafter, now estimated to be one year.

SEC. 6. COUNTERPARTS OF THE CONTRACT

This Contract may be executed in two counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Public Body has caused this Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this 7th day of [illegible], 1968.

(SEAL)

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By [signature]
(Signature)

Joseph E. Bonadiman
(Type or Print Name)

President, Board of Directors
(Title)

ATTEST:

[signature]

Le Roy Holmes
(Type or Print Name)

Secretary, Board of Directors
(Title)

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By [signature]
Assistant Regional Administrator for
Metropolitan Development, Region VI

CONTRACT FOR GRANT TO ACQUIRE AND/OR DEVELOP LAND FOR OPEN-SPACE PURPOSES

UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

PART II

TERMS AND CONDITIONS

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SEC. 101. USE OF CERTAIN TERMS

Except where the context clearly indicates otherwise, the following terms, as used herein, shall have the meanings ascribed to them in this Section:

(A) The capitalized term "Secretary" means the Secretary of Housing and Urban Development or the person authorized to act on his behalf.

(B) The term "Contract" means this Contract between the Government and the Public Body, and includes Parts I and II and any additional document or documents incorporated herein by special reference, as well as any amendment.

(C) The term "Application" means the written application for the Grant by the Public Body, including any revisions thereto, together with all explanatory, supporting, or supplementary documents filed therewith.

(D) The term "land" means the interest or interests in real property acquired or to be acquired and/or developed by the Public Body as set out in Section 2(a) of Part I of this Contract and shall include a fee interest or such lesser interests as therein contemplated.

(E) The term "Project" means the undertaking and carrying out to completion of the acquisition and/or development of land for open-space uses as set forth in Section 2(b) of Part I of this Contract.

SEC. 102. ACCOMPLISHMENT OF PROJECT

The Public Body will commence and carry out the Project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the Application and the provisions of this Contract, and will initiate and complete the Project within the time limit specified in Section 5 of Part I of this Contract. Such term may be extended with the written consent of the Secretary. The Public Body will carry out the Project in compliance with all requirements imposed by or pursuant to regulations of the Secretary effectuating Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252).

SEC. 103. PROVISIONS RELATING TO ADMINISTRATION

(A) Books and Records. The Public Body will keep full and accurate books and records with respect to all matters covered by this Contract, including books and records which permit a speedy and effective audit, and will fully disclose:

(1) Adequate title evidence in the form of title policies, Torrens certificates, or abstracts, and attorneys' opinions relating to the land or interests in land acquired by the Public Body under this Project;

(2) The amount and disposition of both Federal and non-Federal funds which are provided for the Project;

(3) All items of cost chargeable or which are proposed to be charged to the total cost of the Project;

(4) All Project work and undertakings and all contracts which are entered into by the Public Body pertaining thereto;

(5) The families, individuals, and business concerns which are displaced in the carrying out of the Project, the pertinent facts concerning their relocation, and the making of relocation payments therefor; and

(6) All proceedings which are taken by the Public Body with respect to any of the preceding items in this Section.

(B) Inspections and Audits. The Public Body will, at any time during normal business hours, and as often as the Secretary or the Comptroller General of the United States may deem necessary, permit the Secretary and the Comptroller General to have full and free access to all of its books and records with respect to the matters mentioned in subsection (A) of this Section, and will permit the Secretary and the Comptroller General to audit, examine, and make excerpts or transcripts from such books and records, and to review, inspect, and make audits of all Project work, contracts, invoices, materials, payrolls, records of personnel, conditions of employment, books of accounts, and other documentary data pertaining to such matters.

(C) Reports and Information. The Public Body will, at such times as the Secretary may require, furnish him with periodic reports and statements, and other documentary data and information, as he may request, pertaining to the various matters covered by this Contract.

SEC. 104. LAND PROVISIONS

(A) General Requirements Concerning Land. The Public Body shall:

(1) Take all necessary steps to remove or abrogate all legally enforceable provisions pertaining to the restriction of the use of the land it is acquiring and/or developing, upon the basis of race, creed, color, or national origin.

(2) Include in every agreement, lease, conveyance, or other instrument whereby the land is disposed of, an affirmative covenant binding on the contractor, lessee, grantee, or other party to such instrument and on the successors in interest to such contractor, lessee, grantee, or other party that there shall be no discrimination upon the basis of race, creed, color, or national origin in the use or occupancy of the land. The covenant shall recite that the United States is a beneficiary of the covenant and entitled to enforce it.

(3) Not sell, lease, or otherwise dispose of the land except with the prior written approval of the Secretary.

(4) Not voluntarily create, cause, or allow to be created any debt, lien, mortgage, charge, or encumbrance against any of the land which in any way will impair or otherwise adversely affect the preservation of said land for the use or uses set out in Section 2(b) of Part I of this Contract.

(5) From time to time duly pay and discharge, or cause to be paid and discharged when the same become due, all taxes, assessments, and other governmental charges which are lawfully imposed upon any of the land and which if unpaid may by law become a lien or charge upon said land and thereby impair or otherwise adversely affect the holding of said land for the use or uses set out in Section 2(b) of Part I of this Contract.

(6) Faithfully observe and conform to all valid requirements of any governmental authority relative to the land and all covenants, terms, and conditions applicable to said land.

(B) Fair Market Value. The Public Body shall take all appropriate steps to assure that the consideration it pays for the land does not exceed fair market value at the time of acquisition. If the Secretary determines that the consideration paid by the Public Body is in excess of fair market value, for purposes of computing the amount of the Grant, the acquisition cost shall be reduced by the amount of the excess.

(C) Special Provisions Relating to Sale or Lease of Land. If the Project proposes that the Public Body lease or sell all or part of the land, the Public Body must first obtain written approval of the Secretary before such leasing or sale is undertaken. Approval will be given only if such leasing or sale is consistent with the Project and adequate controls are embodied in the lease or deed to assure the preservation of the open-space use or uses of such land as set out in Section 2(b) of Part I of this Contract.

(D) Use of Land

(1) No change in the use of the land to a use other than the open-space uses set out in Section 2(b) of Part I of this Contract will be permitted without the prior written approval of the Secretary. Before such approval will be given, the Public Body must demonstrate to the Secretary's satisfaction that:

(a) The conversion is essential to the orderly development and growth of the urban area involved;

(b) The conversion is in accord with the comprehensively planned development of the urban area; and

(c) The open-space land is being or will be replaced, without cost to the Federal Government, by other open-space land of at least equal fair market value at the time of conversion, and of as nearly as feasible equivalent usefulness and location.

(2) The Public Body shall not discriminate upon the basis of race, color, or national origin in the sale, lease, or rental or in the use or occupancy of the land or any improvements erected or to be erected thereon, or any part thereof.

(3) The Public Body shall not restrict the use of the land, as developed, on the basis of place of residence, except that a reasonable fee charged nonresidents over and above any fee that may be charged residents shall not be interpreted as a restriction of the use of such land.

(E) Transfer of Public Body's Interests in Land to Another Public Body. Before the Public Body transfers its interests in the land to another Public Body, it shall require its transferee to enter into a contract with the Secretary agreeing in writing to be bound by all of the applicable terms and conditions of this Contract.

SEC. 105. PAYMENT OF GRANT

(A) Advance or Progress Payments. Under or subject to such conditions as the Government may, in writing, specify which are not inconsistent with applicable law, the Government may, in its discretion, make advance or progress payments to the Public Body on account of the Grant, or on account of the increase with respect to the Grant provided for in Section 4 of Part I of this Contract, at such time or times prior to the completion of the Project and the final determination of the total cost thereof as, in view of the status of the Project and the matters relative thereto, the Government may deem appropriate, but no such advance or progress payment will be made unless and until the Public Body shall have filed its written request with the Secretary for such advance or progress payment: Provided, That the Public Body is not in default on any of the terms of this Contract. The Public Body shall deposit such advance payment funds in a bank or banks which are members of the Federal Deposit Insurance Corporation.

(B) Requisition for Grant Payment. The Public Body shall file its requisition for payment of Grant, including the increase provided for in Section 4 of Part I of this Contract, on a form or forms prescribed by the Secretary. Such requisition shall be accompanied by the Public Body's certification of purposes, demonstrating the need, at the time, for the funds requisitioned; that the amount sought is reasonable; and that the purposes for which it proposes to expend the funds are within the purview of this Contract.

(C) Acquisition, Development, and Demolition Costs. Payment of the Grant provided for in Section 3 of Part I of this Contract shall be based on acquisition, demolition, and development costs which have been determined by the Secretary as eligible Project costs, in the light of applicable Federal law and in accordance with the Secretary's rules and regulations implementing that law. The acquisition cost shall not include (1) ordinary State or local governmental expenses; (2) costs of acquiring land located outside the urban area for which the Public Body exercises (or participates in the exercise of) open-space responsibilities; (3) the cost of land acquired prior to the notification of the Public Body by the Secretary of his approval of the Application or of the acquisition of such land; or (4) the cost of land acquired with the assistance of funds received directly or indirectly from the Government, or any agency or instrumentality thereof, other than under the terms of this Contract. The development cost shall include only those costs which are necessary to prepare the land for open-space use and shall not include (1) the cost of development undertaken prior to the notification of the Public Body by the Secretary of his approval of the Application or of the development of the land or (2) the cost of specialized major recreation facilities. The demolition cost shall include only those costs which are necessary for the demolition and removal of buildings and structures from developed land acquired as part of the Project.

SEC. 106. LABOR AND CONSTRUCTION PROVISIONS

(A) Contract and "Force Account" Work. The Public Body may elect to carry out any necessary demolition, construction, or development activities as a part of the Project by utilization of its own employees or it may have such work done under written contracts let by it. Any contracts entered into for Project work shall contain appropriate provisions to require compliance with all applicable Federal laws and regulations pertaining to such contracts, to the work to be performed thereunder, and to the persons employed in the carrying out of such contracts.

(B) Competitive Bidding. The Public Body will give full opportunity for free, open, and competitive bidding for each contract to be let by it calling for construction, demolition, or other similar work, as a part of the Project, or for the furnishing of any materials, supplies, or equipment for or use on, the Project and will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition; and the award of each such contract, when made, will be made by it as soon as practicable to the lowest responsible bidder: Provided, That in the selection of such materials, equipment, or supplies, the Public Body may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such ultimate economy is clearly evident and an appropriate provision for such action is included by it in the proposed contract documents upon which bids are invited, award a contract to a responsible bidder other than the lowest in price: Provided further, That purchases of such materials, equipment, or supplies in amounts of $2,500 or less, and contracts in amounts of $2,500 or less calling for construction, demolition, or other similar work, as a part of the Project, may, except where contrary to the requirements of State or local law, be made from time to time by the Public Body without negotiation or competitive bidding and without observance of the other provisions of this subsection.

(C) Provisions To Be Included in Certain Contracts. Before the Public Body receives bids or proposals for, or otherwise negotiates for, a proposed contract which calls for the performance of any work on the Project which will entail, for such work, the employment by the contractor or his subcontractors of laborers or mechanics, the Public Body shall include in the proposed contract documents appropriate wage schedules (including applicable wage determinations of the Secretary of Labor, United States Department of Labor) and other provisions which are consistent with the provisions embodied in that document entitled "Federal Labor Standards Provisions" attached hereto marked HUD-3200 and made a part hereof. Such schedules, wage determinations, and other provisions, as included in such proposed contract documents, shall also be included in the contract documents as executed. The Public Body will include in each contract mentioned in the preceding sentence of this subsection an appropriate provision requiring the contractor to insert in each of his subcontracts which will entail the employment by such subcontractor of laborers or mechanics, as aforesaid, wage and other provisions which are consistent with such contractor's contract with the Public Body.

(D) State or Local Laws Concerning Wage Rates for Laborers and Mechanics. If State or local laws require that laborers or mechanics who are employed by the Public Body's contractors, or by such contractors' subcontractors, in the development of the Project, be paid not less than the wages which are established pursuant to such laws and if such wages so established are higher than the wages which are determined by the Secretary of Labor, United States Department of Labor, pursuant to the aforesaid Davis-Bacon Act, to be the wages prevailing in the locality in which the Project is situated, nothing in this Contract is to be construed as intended to relieve the Public Body of its obligation, if any, to require payment of such higher wages.

(E) Equal Employment Opportunity

(1) Activities and Contracts Not Subject to Executive Order 11246. In the carrying out of the Project, the Public Body will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Public Body will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Public Body agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Public Body will, in all solicitations or advertisements for employees placed by or on behalf of the Public Body, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin. The Public Body will incorporate the foregoing requirements of this subparagraph (1) in all of its contracts for Project work, except contracts governed by subparagraph (2) of this Section 106(E) and contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for Project work.

(2) Contracts Subject to Executive Order 11246. The Public Body will incorporate or cause to be incorporated into any contract for construction or modification thereof which is subject to Executive Order 11246, and the rules and regulations of the Secretary of Labor pursuant thereto, the following provisions, altered only to reflect the proper identity of the parties:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the Public Body, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Public Body or the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That, in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Public Body, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(3) Definition -- Contract for Construction. As used in this Section 106(E), "contract for construction" means any contract or agreement for demolition, site clearance, site preparation, or development.

(4) Enforcement Obligations of Public Body. The Public Body will assist and cooperate actively with the Secretary of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the provisions set forth in subparagraph (2) and with the rules, regulations, and relevant orders of the Secretary of Labor and will obtain and furnish to the Secretary of Housing and Urban Development and to the Secretary of Labor such information as they may require for the supervision of such compliance. The Public Body will enforce the obligations of contractors and subcontractors under such provisions, rules, regulations, and orders and will carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Secretary of Housing and Urban Development. The Public Body will refrain from entering into any contract subject to Executive Order 11246 or extension or other modification of such a contract with a contractor who has been debarred from Government contracts and federally assisted construction contracts under Part II, Subpart D, of Executive Order 11246, or who has not demonstrated his eligibility for such contracts as provided in Part II of Executive Order 11246. In the event the Public Body fails and refuses to comply with its undertakings, the Public Body agrees that the Government (i) may cancel, terminate, or suspend this Contract in whole or in part, (ii) may refrain from extending any further assistance

under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Public Body, or (iii) may refer the case to the Department of Justice for appropriate legal proceedings.

SEC. 107. DEFAULTS AND REMEDIES

(A) Termination or Suspension of Contract. The Government may terminate or suspend this Contract at its discretion upon the happening of any of the following:

(1) The failure of the Public Body to complete the Project within the time prescribed in Section 5 of Part I of this Contract;

(2) The making of any misrepresentation by the Public Body in its Application or in the furnishing of any information to the Secretary;

(3) The violation of any of the terms or conditions of this Contract;

(4) Any event which makes the accomplishment of the Project by the Public Body impossible, improbable, infeasible, or illegal; or

(5) The commencement of any litigation challenging the performance by the Public Body of any of its duties or obligations which may jeopardize or adversely affect the Project, this Contract, or the Grant.

(B) Forfeiture of Grant

(1) If the Public Body should change the use of the land from the use or uses designated in Section 2(b) of Part I of this Contract without the prior written approval of the Secretary, or should it transfer its interests in the land to another Public Body without requiring the transferee to execute the contract with the Secretary provided for by Section 104(E) of this Part II, the Public Body shall at the request of the Secretary repay to the Government the amount of the Grant.

(2) For any other violation of any of the terms of this Contract, the Secretary may, in addition to such other remedies as may exist at law or in equity, require repayment of all or part of the Grant to the Government.

(C) When Rights and Remedies Not Waived. In no event shall the making by the Government of any Grant payment to the Public Body constitute or be construed as a waiver by the Government of any breach of covenant or any default which may then exist on the part of the Public Body, and the making of any such payment by the Government while any such breach or default shall exist shall in no wise impair or prejudice any right or remedy available to the Government in respect of such breach or default.

SEC. 108. MISCELLANEOUS PROVISIONS

(A) Interest of Public Body Personnel and Other Local Public Officials. The Public Body shall adopt and enforce measures to assure that no member of its governing body and no other officer or employee of the Public Body and no member of the governing body or other public official of any other local public body in the urban area in which the Project is situated, who exercises any functions or responsibilities in connection with the carrying out of the Project, shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project or in any contract or proposed contract in connection with the undertaking of the Project. If any such member, employee, or officer presently owns or controls, or in the future involuntarily acquires, any such personal interest, he shall immediately disclose such interest to the Public Body. Any member, employee, or officer who shall have or acquire such interest shall not participate in any action by the Public Body affecting the undertaking of the Project, unless the Public Body shall determine that, in the light of the personal interest disclosed, the participation of such individual in any such action would not be contrary to the public interest. The Public Body shall promptly advise the Secretary of the facts and circumstances concerning any disclosure made to it pursuant to this provision and the action taken by the Public Body upon being made aware of said facts and circumstances.

(B) Interest of Certain Federal Officials. No Member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

(C) Bonus or Commission. The Public Body shall not pay any bonus or commission for the purpose of obtaining the Secretary's approval of the Application or any other approval by the Secretary which may be necessary under this Contract.

(D) Government Not Obligated to Third Parties. The Government shall not be obligated or liable under this Contract to any party other than the Public Body.

(E) How Contract Affected by Provisions Being Held Invalid. If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if it is in conformity with the terms and requirements of applicable law.

(F) Provisions Concerning Certain Waivers. Subject to applicable Federal law, any right or remedy which the Government may have under this Contract may be waived in writing by the Government by a formal waiver and either with or without the execution of an amendatory or supplementary agreement, if, in the judgment of the Government, this Contract, as so modified, will still conform to the provisions and requirements of applicable laws.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

FEDERAL LABOR STANDARDS PROVISIONS

1. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics

the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

4. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS STANDARDS ACT (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

6. EMPLOYMENT OF APPRENTICES

Apprentices will be permitted to perform work covered by this Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or, if no such recognized Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor, United States Department of Labor, for the classification of work he actually performed. The Contractor or subcontractor shall furnish the Local Public Agency or Public Body with written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work.

7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

12. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

14. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

- - - X X X - - -

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29 Subtitle A, Code of Federal Regulations, Part 3. The term, "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING AND PUBLIC WORK AND ON BUILDING AND WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec. 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions

of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to land guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employee

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wage paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be in the following form:

WEEKLY STATEMENT OF COMPLIANCE

_____, 19____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____; that
(Contractor or subcontractor) (Building or work)
during the payroll period commencing on the _____ day of _____ 19____, and ending on the _____ day of _____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly
(Contractor or subcontractor)
wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Part 3), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 537; 40 U.S.C. 276c), and described below:

(Paragraph describing deductions if any)

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the [Bureau of Apprenticeship and Training,] United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

_____
(Signature and title)

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statement as provided at 72 Stat. 967 (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or fraudulent statement of entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned not more than five years, or both).

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or

similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilitie meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

W. Willard Wirtz,

Secretary of Labor.

214839-P

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECOND AMENDATORY CONTRACT AMENDING THE
CONTRACT FOR GRANT TO ACQUIRE
AND/OR DEVELOP LAND FOR OPEN-SPACE
PURPOSES UNDER TITLE VII OF THE
HOUSING ACT OF 1961, AS AMENDED

Project No. Calif. OSC-238
Contract No. Calif. OSC-238(G)

THIS SECOND AMENDATORY CONTRACT made and entered into on the date hereinbelow specified, by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (herein called the "Public Body") and the UNITED STATES OF AMERICA (herein called the "Government"), WITNESSETH:

WHEREAS, the parties hereto entered into Contract No. OSC-238(G), dated April 22, 1968, as amended (herein called the "Existing Contract"), and it now appears that the Existing Contract should be amended:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and in the Existing Contract, the parties hereto do agree as follows:

The Existing Contract is hereby amended as follows:

1. By deleting in Section 3 the amount of One Hundred Fifty-Nine Thousand, Nine Hundred Ninety-Three Dollars ($159,993.00) and inserting in lieu thereof the amount of Three Hundred Eight Thousand, Four Hundred Thirty Dollars ($308,430.00).

IN WITNESS WHEREOF, the Public Body has caused this Amendatory Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this 17th day of April, 1979.

SEAL

ATTEST:

LeRoy Holmes
(Signature)

LeRoy Holmes
(Type or Print Name)

Secretary
(Title)

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By Lloyd Yount
(Signature)

Lloyd Yount
(Type or Print Name)

President
(Title)

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By
Area Manager

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

FIRST AMENDATORY CONTRACT AMENDING THE OPEN-SPACE LAND GRANT PROGRAM CONTRACT FOR GRANT UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

Project No. OS-Calif. OSC-238

Contract No. OS-Calif. OSC-238(G)

This First Amendatory Contract made and entered into on the date hereinbelow specified, by and between the San Bernardino Valley Municipal Water District (herein called the "Public Body") and the United States of America (Herein called the "Government"), WITNESSETH:

WHEREAS, the parties hereto entered into that certain Land Grant Contract No. Calif. OSC-238(G), dated April 22, 1968 (herein called the "Existing Contract"), and it now appears that the Existing Contract should be amended:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and in the Existing Contract, the parties hereto do agree as follows:

The Existing Contract is hereby amended as follows:

1. By deleting in Subsection 2 the land description entitled "Parcel No. 5" in its entirety, and inserting in lieu thereof the land description contained in Exhibit A attached entitled Parcel No. 8A, 8B (Batson)

IN WITNESS WHEREOF, the Public Body has caused this Amendatory Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this 3 rd day of March, 1977.

SEAL

ATTEST:

(Signature)

LeRoy Holmes, Secretary
(Type or Print Name & Title)

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By
(Signature)

Jack A. Beaver, General Manager
(Type or Print Name & Title)

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By
Deputy Area Director
Los Angeles Area Office

PARCEL NO. 8A, 8B
(Batson)

Exhibit "A"

Those portions of the Southwest quarter of the Northwest quarter, the West one-half of the Southeast quarter of the Northwest quarter, and the East one-half of the Southeast quarter of the Northwest quarter of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, according to Government Survey and Record of Survey filed in Book 28, Page 14, Records of Survey, records of said County, lying Southerly and Easterly of the following described line:

Commencing at the Southwest Corner of the Northwest quarter of said Section 25; thence S 89° 58' 35" E, along the South line of said Northwest quarter 700.09 ft. to the true Point of Beginning; Thence N 24° 11' 27" E 608.83 ft.; Thence S 89° 31' 47" E 80.00 ft.; Thence S 70° 03' 19" E 60.00 ft.; Thence S 89° 31' 47" E 55.00 ft.; Thence N 28° 43' 25" E 318.28 ft.; Thence S 89° 31' 47" E 335.00 ft.; Thence N 57° 38' 30" E 368.97 ft.; Thence N 0° 28' 13" E 215.03 ft.; Thence N 42° 12' 45" E 73.93 ft., more or less, to the North line of the Southeast quarter of said Northwest quarter; Thence S 89° 08' 42" E along said North line 648.66 ft., more or less, to the Northeast corner of said last mentioned Southeast quarter.

Excepting therefrom: The South one-half of the Southwest quarter of the Southeast quarter of the Northwest quarter; and the Southeast quarter of the Southeast quarter of the Southwest quarter of the Northwest quarter of said Section 25.

Together with an easement over the following described parcel for roadway and slopes:

Commencing at the Southwest Corner of the Northwest quarter of said Section 25; thence S 89° 58' 35" E, along the South line of said Northwest quarter 700.09 ft., Thence N 24° 11' 27" E 548.83 ft. to the true Point of Beginning; said point being on the Northwesterly line of aforementioned Parcel A; Thence N 65° 48' 33" W 50.00 ft.; Thence N 24° 11' 27" E 92.64 ft.; Thence S 89° 31' 47" E 121.22 ft., Thence S 70° 03' 19" E 60.00 ft.; Thence S 89° 31' 47" E 16.53 ft.; Thence N 28° 43' 25" E 323.96 ft.; Thence S 89° 31' 47" E 129.28 ft.; Thence N 28° 43' 25" E 164.11 ft.; Thence S 89° 31' 47" E 100.00 ft.; Thence S 0° 28' 13" W 150.00 ft.; Thence S 89° 31' 47" E 55.00 ft.; Thence S 0° 28' 13" W 50 ft. to an angle point in the Northwesterly line of said Parcel A; Thence Southerly and Westerly along said Northwesterly line to the Point of Beginning.

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

March 22, 1982

FROM: JAMES L. MATTHEWS, JR., Director
Architecture & Engineering/Real Property Department

SUBJECT: MASTER LAND LEASES WITH THE YUCAIPA PARK & RECREATION DISTRICT (CSA-63) AND THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT FOR LAND AT YUCAIPA REGIONAL PARK

RECOMMENDATION: Approve agreement between CSA 63 and the San Bernardino Valley Municipal Water District and agreement between the County and the San Bernardino Valley Municipal Water District for a master land lease for Yucaipa Regional Park.

BACKGROUND INFORMATION: These agreements lease CSA-63 land within the Yucaipa Regional Park to SBVMWD, who in turn leases to the County all parcels of land north of Oak Glen Road and within the borders of Yucaipa Regional Park. The lease is for a period of seventy-five (75) years.

REASON FOR RECOMMENDATION: These agreements are necessary to permit the Regional Parks Department to negotiate with present and future concessioners for Yucaipa Regional Park facilities, and to legally carry out the County's commitments under the 1966 Joint Powers Agreement and all amendments thereto.

REVIEW BY OTHER DEPARTMENTS: These agreements have been reviewed and approved as to form by Edward Duddy, Deputy County Counsel. They have also been reviewed by the Special Districts Department and the San Bernardino Valley Municipal Water District.

FINANCIAL DATA: The Regional Parks Department will pay $1.00 per year to the SBVMWD and will be responsible for payment of all sewer assessments within the leased parcels.

AGREEMENT 82-100 - CSA 63/San Bernardino Valley Municipal Water District

AGREEMENT 82-101 - San Bernardino Valley Municipal Water District/Yucaipa Regional Par

cc: Real Property w/3 agreements
Contractor w/agreement
c/o Real Property
Auditor w/agreement
Regional Parks
EPWA
File w/agreement

Action of the Board of Supervisors

AGREEMENT NOS. 82-100 and 82-101

APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION	Motion		X	X	Second	Absent
		1	2	3	4	5

ANDREE DISHAROON, CLERK OF THE BOARD

BY Mary Louise Lavery

DATED: MAR 22 1982

SBVMWD LEGAL DOCUMENT 00992

14-9507-000
Rev. 10/81

DISTRICT

STANDARD CONTRACT

District				CONTRACT NUMBER
County Service Area 63				82-100
District Contract Representative: Michael R. Farris Ph. Ext. 797-6014				☐ Renewable ☒ Terminates Date: July 1, 2056
Budget Unit No. 010	Sub-Object No. 9370	Fund No. 663	Job No.	Amount of Contract $75.00
Check One: ☐ Expenditure ☒ Revenue		If contract has more than one payment or receipt, complete the following.		
S.S.A. # _____ or Federal Employer ID # _____		Number of payments: 75 Estimated amount of each: $1.00		

THIS CONTRACT is entered into in the State of California by and between the County Service Area (CSA) 63, hereinafter called District, and San Bernardino Valley Municipal Water District, hereinafter called LESSEE.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and reverse side of form if needed. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

W I T N E S S E T H

1. LEASE AREA

The DISTRICT, in consideration of the covenants and agreements hereinafter contained being fully kept and performed, does hereby lease and let unto LESSEE all that certain property situated in San Bernardino County, California, referred to hereinafter as "Lease Area" as shown on Exhibit "A" and as more particularly described in Exhibit "B", both of said Exhibits being attached hereto and made a part hereof.

2. INCORPORATION OF 1966 AGREEMENT

This lease is made in accordance with the terms and conditions of the AGREEMENT FOR DEVELOPMENT AND OPERATION OF YUCAIPA REGIONAL PARK dated November 17, 1966, as amended, including without limitation the right of DISTRICT to conduct all recreation programs in the Park with the consent of the County of San Bernardino.

3. PERMITTED USES

The "Lease Area" is to be used solely for park and recreation purposes and other compatible uses.

4. TERM

The term of this lease shall be for seventy-five (75) years commencing as of July 1, 1981.

Any provisions on the reverse side and referenced attachments hereof constitute a part of this contract and are incorporated herein in full.

5. LEASE FEE

LESSEE agrees to pay DISTRICT as rental the rate of one dollar ($1.00) per year for the term of said lease, or at LESSEE's option, the total rental fee for the seventy-five-year lease may be paid within thirty (30) days of execution of said lease.

6. WARRANTY

DISTRICT warrants as to the respective properties which it is leasing hereby that there exists no legal impediments to the lease of such properties as provided herein.

7. INDEMNIFICATION AND HOLD HARMLESS

(a) Except with respect to circumstances attributable to acts or omissions of the DISTRICT, LESSEE shall indemnify and hold harmless the DISTRICT and the officers, agents and employees of the DISTRICT from any and every claim, demand or action for damages or for injury to any person or persons or property of any kind whatsoever and from any loss or expense in connection therewith which may arise or result from the operation, maintenance, design, construction, grading, clearing or inspection of the Lease Area.

(b) Except with respect to circumstances attributable to acts or omissions of the DISTRICT, LESSEE shall indemnify and hold harmless the DISTRICT and the officers, agents and employees of the DISTRICT from any and every claim, demand or action for damages or for injury to any person or persons or property of any kind whatsoever and from any loss or expense in connection therewith which may arise or result from a fault or defect associated with grading, clearing, construction or inspection activities carried out by or under the supervision of LESSEE in relation to any structure or facility in the Lease Area.

(c) This provision shall not be construed to create any right or cause of action in any third party.

8. ASSIGNMENT

Within the limitations established by the 1966 Agreement referred to in Section 2 of this Agreement, LESSEE may assign this Lease and may sublet all or portions of the Lease Area. All such assignments and subleases shall be subject to the terms and conditions of this Lease.

9. BREACH BY COUNTY

Concurrently with the execution and delivery of this lease, LESSEE is subleasing the Lease Area to the County of San Bernardino for operation by the County Parks Department as part of the Yucaipa Regional Park. In the event either party hereto alleges that any breach of this Lease has occurred, or is about to occur, arising from any act or omission of the County or those acting under it or for which the County is otherwise responsible, the party whose breach is so alleged, upon being advised thereof

by the other party, shall have no liability beyond giving notice to County of the demands or claims of the party making the claim or demand.

10. OBLIGATIONS EXCUSING BREACH

(a) LESSEE has incurred and will incur certain obligations with respect to the Lease Area in connection with the construction, financing and operation of the Yucaipa Regional Park and the reservoirs therein, as follows:

(i) Contract No. D-GGR 32 with the California Department of Water Resources, and any amendments thereto or regulations applicable thereto;

(ii) Regulations and requirements of the Division of Dam Safety of the California Department of Water Resources (or any successor thereto).

(b) LESSEE's obligations to DISTRICT under this Lease shall be subject to the obligations imposed by the said documents and matters, and LESSEE shall not be in breach hereof by reason of its compliance therewith.

WHEREFORE, the parties hereto have caused this Lease to be executed as of July 1, 1981.

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DISTRICT

▶

Chairman, Board of Supervisors

Dated MAR 22 1982

ATTESTED:

▶ Mary Louise Lovasio

Deputy

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

(Legal title of Contractor — state if corporation, company, etc.)

By ▶ LeRoy Wolmer

Dated MAR 1 1982

Title President

Address P. O. Box 5906, San Bernardino, CA 924

Approved as to legal form "Original signed By Edward Duddy Dep. County Counsel" Date 3-8-82

▶

County Counsel

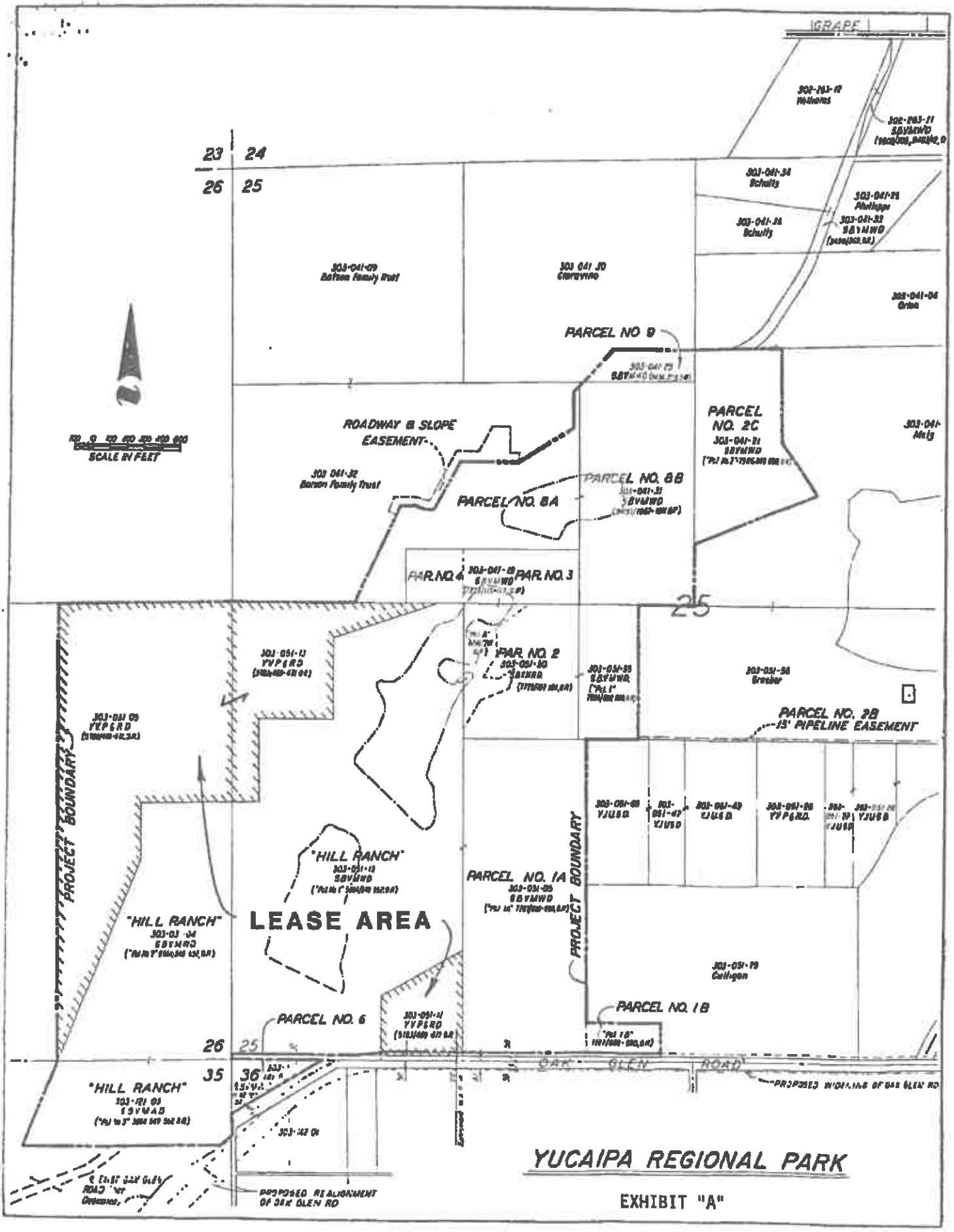
Reviewed as to budget expenditure

▶ Date

County Administrative Office

02-12457-104

Page ____ of ____


GRAPE
23
24
26
25
PARCEL NO 9
ROADWAY & SLOPE EASEMENT
PARCEL NO. 2C
PARCEL NO. 8B
PARCEL NO. 8A
PAR. NO. 4
PAR. NO. 3
PAR. NO. 2
PARCEL NO. 2B
15' PIPELINE EASEMENT
PROJECT BOUNDARY
"HILL RANCH"
LEASE AREA
PARCEL NO. 1A
PARCEL NO. 1B
PARCEL NO. 6
OAK GLEN ROAD
35
36
SCALE IN FEET
YUCAIPA REGIONAL PARK
EXHIBIT "A"

PARCEL - Yucaipa Valley Park & Recreation District
(Assessors Parcel No's. 303-051-11 and 303-051-13)

The West 1/2 of the Southwest 1/4 of Section 25, Township 1 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California.

Excepting therefrom the following described portion:

Beginning at the Southwest corner of said Section 25; thence North 89° 32' 44" East, 850 feet along the Southerly line of said Section 25; thence North 0° 53' 38" West, 380 feet; thence North 59° 28' 16" East, 538.77 feet to a point on the East line of the said West 1/2 of the Southwest 1/4; thence North 0° 53' 38" West, 2,001.76 feet along the East line of said West 1/2 to the Northeast corner of said West 1/2; thence South 89° 34' 07" West, 150 feet along the Northerly line of said West 1/2; thence South 70° 41' 39" West, 626.12 feet, thence South 0° 01' 43" East, 470 feet; thence South 89° 34' 07" West, 430 feet; thence South 0° 01' 43" East, 480 feet; thence South 89° 38' 49" West, 150 feet to a point on the Westerly line of said Section 25; thence South 0° 01' 43" East, 1,500 feet along said Westerly line to the point of beginning, except the Southerly 30 feet of said parcel in County Road.

PARCEL - Yucaipa Valley Park & Recreation District
(Portion of Assessors Parcel No. 303-031-05)

The Easterly 1,000 feet of the Southeast 1/4 of Section 26, Township 1 South, Range 2 West San Bernardino Base and Meridian, in the County of San Bernardino, State of California.

Excepting therefrom the following described portion:

Beginning at the Southeast corner of said Section 26; thence North 0° 01' 43" West, 1,500 feet along the Easterly line of said Section 26; thence South 89° 38' 49" West, 520 feet; thence South 0° 01' 43" East, 330 feet; thence South 21° 22' 25" West, 1,259.38 feet to a point on the Southerly line of said Section 26; thence North 89° 38' 49" East, 1,000 feet along said Southerly line to the point of beginning.

EXHIBIT "B"

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

RE: AGREE: #76-5: S.B. VALLEY MUNICIPAL WATER DIST.: YUCAIPA REG. PK: APP'D

Public Works Agency Administrator John Bernard presents to the Board for approval amendment #1 to the agreement for the development and operation of Yucaipa Regional Park. He advises that pursuant to California Administrative Code, Title 14, Chapter 3, the Board is required to review and consider the environmental documents prepared by the lead agency for the park project, San Bernardino Valley Municipal Water District. He further advises that the preliminary feasibility study and report for the Yucaipa Dam and reservoir project and regional park prepared by the water district contains the environmental statement for the project which was reaffirmed by the water district and further, the State Department of Water Resources concluded in March, 1975 that this environmental statement met the requirements of the Environmental Quality Act of 1970.

Whereupon, on motion by Supervisor Townsend, duly seconded by Supervisor Mayfield and carried, the Board hereby certifies that it has made the review of the environmental documents prepared by the lead agency and approves Agreement #76-5 between the County, through Regional Parks Department, and the San Bernardino Valley Municipal Water District providing for development and construction in connection with Yucaipa Regional Park and further authorizes its Chairman to sign said agreement indicating this Board's approval of the terms and conditions therein contained.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS: Mayfield, Mikesell, Townsend, Smith, Hansberger
NOES: SUPERVISORS: None
ABSENT: SUPERVISORS: None

. . . . . .

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO ss.

I, LEONA RAPOPORT, Clerk of the Board of Supervisors of San Bernardino County, California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by said Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board of its meeting of JANUARY 5, 1976

Dated: 1/6/76 AD/eh

LEONA RAPOPORT
Clerk of said Board.

By _____ Deputy

cc: Reg. Parks-Patton w/5 agree. 1-14-75
PWA-Bernard
Auditor
Water Dist. c/o Reg. Pks.
Special Dist. & File

Agree 76-5

COUNTY OF SAN BERNARDINO

CONTRACT TRANSMITTAL

County Department: Regional Parks				CONTRACT NUMBER 76-5
County Department Contract Representative: James L. Deffenbaugh		Ph. Ext. 1912		☐ Renewable ☐ Terminates Date:
Budget Unit No. 001	Sub-Object No. 2189	Fund No. 015	Job No.	Amount of Contract $1,875.00
Check One: ☐ Expenditure ☐ Revenue S.S.A. # or Federal Employer ID #			If contract has more than one payment or receipt, complete the following. Number of payments: Monthly Estimated amount of each: $	

Contractor: San Bernardino Valley Municipal Water District

Contractor's Representative: Ken King

Address: 1350 South "E" Street, San Bernardino, California Phone: 889-0433

Nature of Contract: *(Briefly describe the general terms of the contract)*

This is a development agreement for the construction of Yucaipa Regional Park. The Water District has the State Contract for development and the Regional Parks Department will operate the facilities.

The main purpose of the contract is to insure that all plans are approved by the Regional Parks Department before construction and to provide for a method of payment for County financial commitment to the Water District.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to legal form? ▶ [signature] 12/26/75
County Counsel Leonard D Brinkley, Deputy

Reviewed as to budget expenditure ▶ [signature] 12/29/75
County Administrative Office

Page 1 of

02-12294 107

AMENDMENT NO. 1 TO AGREEMENT FOR DEVELOPMENT AND OPERATION OF YUCAIPA REGIONAL PARK

By agreement dated November 17, 1966, the County of San Bernardino, the San Bernardino Valley Municipal Water District, and the Yucaipa Valley Park and Recreation District set forth terms for the development and operation of Yucaipa Regional Park. It is the intent of this Amendment to update the provisions of the original agreement to reflect changes in the plans for the project, and to set forth more specifically the areas of responsibility, the control of work to be done, and the review procedures to be observed during the development process.

This Amendment has been jointly developed by the San Bernardino Valley Municipal Water District and the County of San Bernardino. The General Manager, representing the San Bernardino Valley Municipal Water District, and the Director of Regional Parks, representing the County of San Bernardino, shall be responsible to their respective governing bodies for harmonious execution of this agreement. Their day-to-day responsibilities in completion of the Yucaipa Regional Park Project may be delegated to their respective representatives, the San Bernardino Valley Municipal Water District Project Engineer, and the Regional Park Project Coordinator.

An additional amendment is being evolved to define operations of all facilities once construction is complete.

It is mutually agreed:

1. The project has been revised as shown in Amendment to Feasibility Study and Report for Yucaipa Dam and Reservoir Project and Yucaipa Regional Park dated October, 1974. Changes to the project as described therein may be made in accordance with the following paragraphs.
2. The San Bernardino Valley Municipal Water District shall be the lead agency in the design and development of the project. The Water District shall take the initiative for the design and construction of all project facilities. The County and the Park District will provide guidance, consultation, and review during the course of work.
3. Prior to accepting any sketches, plans or documents, the Water District shall submit such sketches, plans or documents to the County for review, comment and written approval. All changes to the sketches, plans and

documents prior to their implementation, shall have a written approval by both agencies. The General Manager of the San Bernardino Valley Municipal Water District and the Director of Regional Parks shall be authorized to approve said changes. Changes affecting facilities to be operated by the Park District will also require approval by the Park Director.

4. All correspondence sent or received in connection with the design and construction of the project, by either agency, shall be duplicated for each agency's files. The Park District will be furnished only with that correspondence which is of direct concern to the Park District.
5. The supervision of the construction, and the on-site protection made necessary by the construction, will be the sole responsibility of the Water District.
6. In order to realize a fully coordinated program between the parties to this Amendment, regular monthly meetings will be held at the Water District on days and times mutually agreed upon. Special meetings may be called by either the Water District General Manager or the Regional Parks Director. Each agency shall be responsible to send representatives who shall cooperate "in good faith" in the resolution of any problem at hand. The Director of Yucaipa Valley Park and Recreation District shall be invited to participate in these meetings.
7. The selection and appointment of consultants shall be made by General Manager of the Water District, with the consent of the Director of Regional Parks.
8. All the stenographic work, copy work, reproduction work, and mailing will be done by the San Bernardino Valley Municipal Water District.
9. The Regional Parks Project Coordinator and the Park Director shall be invited to attend all meetings when the project is discussed with local, state, or federal agency representatives.
10. On-site inspections shall be conducted by the Regional Parks personnel only when accompanied by the Project Engineer or his representatives.
11. The Regional Parks Project Coordinator will make available to the consultants all existing drawings, plans, reports, and photographs which may be useful, and can eliminate extra cost to the project.

12. The Regional Parks Project Coordinator shall advise on the overall project theme by the style of structures, color scheme, type of graphics, recreation appurtenances (quality, style, color, and size), which are consistent with the proposed park image.

13. A monthly progress report shall be prepared by the Project Engineer. This report shall be distributed to the County and the Park District.

14. Irrigation and landscape plans shall be prepared by the Regional Parks Department. In the event that the Regional Parks Director elects to employ consultants for the irrigation and landscape plans, he shall have the right to designate his choice of consultants to the Water District.

15. The landscape plan shall locate and identify all items of plant material to be used, existing plant material to be preserved or removed, and furnish a new plant list (including quantities, sizes, and varieties).

16. Supervision of the maintenance of the landscape during construction shall be provided by the Regional Parks Department.

17. All engineering and construction contracts will be let in accordance with the Feasibility Study and Report, as authorized or amended herein. These contracts will be administered by the Water District.

18. Additional services not within the scope of work previously outlined shall be performed only when requested and approved by both agencies.

19. The Water District and the Regional Parks Department shall maintain accurate records of staff time and expenses required for the design and construction of the project. The cost of said staff time and expenses shall be chargeable to the project. The County of San Bernardino will provide a financial commitment to the project of $1,875,000. These funds will be maintained in a special account established by the County so that periodic draws may be made as needed for the design and construction of the project. A sum of $135,000 shall be reserved from this financial commitment for initial equipment set-up costs by Regional Parks. On December 31, 1975, the Water District will invoice the Regional Parks Department for 32.062% of costs actually incurred to date. Thereafter, Water District shall submit periodic invoices for 32.062% of costs actually incurred in that time period, up to a maximum of $1,875,000. The Regional Parks Department shall

submit the bills to the Auditor for payment under account No. 240-4360-175-76200.

20. Sections E2, G1 and G2, of the original agreement are hereby deleted.

COUNTY OF SAN BERNARDINO

Dennis Hansberger, Chairman JAN 5 1976

ATTEST:

Deputy

Leona Rapoport, ~~Secretary~~ Clerk
Board of Supervisors

YUCAIPA VALLEY PARK AND RECREATION DISTRICT

Dennis Hansberger, Chairman
Board of Supervisors

(Board of Supervisors acting as the governing body of the Yucaipa Valley Park and Recreation District)

ATTEST:

Deputy

Leona Rapoport, ~~Secretary~~ Clerk
Board of Supervisors

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

Jack A. Beaver, General Manager

APPROVED AS TO FORM:

James W. Dilworth
General Counsel

Dated January 27, 1976

INTER-OFFICE MEMO

DATE January 2, 1976

FROM EUGENE L. HOLDER
Chief Deputy County Counsel

TO LEONARD BRINLEY
Deputy County Counsel

SUBJECT ITEM 55 - REVIEW OF ENVIRONMENTAL DOCUMENTS

Under California Administrative Code, Title 14, Chapter 3, Guidelines for Implementation of the California Environmental Quality Act of 1970, Section 15064, the Board of Supervisors is required to review and consider the environmental documents prepared by the San Bernardino Valley Municipal Water District, the lead agency for the Yucaipa Regional Park project. After reviewing the documents, the Board must certify that it has made the review before approving "Amendment No. 1" to the Agreement for the development and operation of the Yucaipa Regional Park. The "Preliminary Feasibility Study and Report for Yucaipa Dam and Reservoir Project and Yucaipa Regional Park", Chapter 3, prepared by the San Bernardino Valley Municipal Water District in 1971, contains the environmental statement for the project, which was reaffirmed by the Water District in the "Amendment to Feasibility Study and Report", October 1974. A copy of this statement is attached.

The State of California Department of Water Resources in February, 1972, and again in March, 1975, concluded that the environmental statement prepared by the San Bernardino Valley Municipal Water District met the requirements of the Environmental Quality Act of 1970.

Respectfully,

STANFORD D. HERLICK
County Counsel

Eugene L. Holder

EUGENE L. HOLDER
Chief Deputy County Counsel

ELH:cla
Enclosure
cc: Gary Patton, Director,
Regional Parks
Public Works Agency

CHAPTER 3

ENVIRONMENTAL QUALITY

Environmental Impact.

Implementation of the Yucaipa Dam and Reservoir Project and Yucaipa Regional Park will transform an eroded dry wash into an attractive, water-oriented, multi-purpose facility for recreation, fish and wildlife enhancement, and water supply. In a rapidly growing area, where no such similar facility now exists within a forty mile radius, its lake, fishing and picnicing facilities, turfed and landscaped areas will surely be enjoyed by great numbers of adults and children alike.

Environmental Effects.

Implementation of the proposal will have no adverse environmental effects which cannot be avoided. The environmental effects, in fact, are predominately in the nature of improvements, with little or no sacrifice. Landscaping and irrigation will obviously beautify the area. There will be water where there is now no water; there will be fish where there are no fish; there will be a well-planned and maintained recreation and picnic area where neither now exists. Natural wildlife species, initially disrupted by construction efforts, will soon cautiously but positively return for harmonious living in their improved surroundings.

Mitigation Measures.

Thoughtful concept, proper design, good construction, and careful operation and maintenance are in themselves mitigation measures of unparalleled value. The many state, county and local agencies involved in the planning, review and evaluation of this project are similarly dedicated to the

migration of adverse environmental effects.

Numbered among specific measures are:

Creation of a large green belt area.

Good management and maintenance of the facility by an agency experienced in the field of parks and recreation.

Flood and erosion control afforded by the debris dam and reservoir.

Prevention of cultural eutrophication of the reservoir by eliminating thermal stratification and minimizing nutrient entry.

Collection of all water-carried waste products by a sanitary sewer, system and conveyance to a treatment facility downstream of the dam.

Thorough treatment of waste water to permit effluent disposal by groundwater recharge.

Alternatives to the Proposed Action.

There is no alternative equal in scope to the proposed multi-purpose project. To construct the several purposes separately and independently would destroy the mutual benefit each purpose serves to the other. As discussed in earlier section of this report, location of the project is considered optimum from all standpoints including those of favorable environmental impact and least environmental adversity.

Environmental Use and Productivity.

Barring catastrophe, the proposed project should enjoy a long period of beneficial use of recreational benefit to the people of California without deterioration of the environment or loss of its balanced productivity. The project plan anticipates the pressures which may be exerted on the environment and provides for their control.

Environment Changes.

No irreversible environmental changes are anticipated as a result of implementation of the proposed project or any of its safeguards. To the extent that long-term environmental cause-and-effect relationships, can be recognized at this time, cooperation of the using public will be the greatest factor in the avoidance of damage to the local, mini-environment.

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

RE: AGREE: #77-698: S.B. VALLEY MUNI. WATER DIST.: YUCAIPA REG. PK.: APPROVED

Acting on the recommendation of the Public Works Agency Administrator, on motion by Supervisor Kamansky, duly seconded by Supervisor Hansberger and carried, the Board of Supervisors hereby approves agreement #77-698 which is a second amendment to an original agreement dated November 19, 1966 between the Regional Parks Department and San Bernardino Valley Municipal Water District amending the original agreement for development and operation of the Yucaipa Regional Park to provide an additional cash contribution from the County to the water district in the amount of $1,483,000 for County share of additional costs related to design, land acquisition, construction, installation and set-up of facility in connection with development of the Yucaipa Regional Park; further, the Board authorizes the Chairman to sign said agreement, indicating this Board's approval of the terms and conditions therein contained.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS: Mayfield, Kamansky, Hansberger, Hammock, Townsend
NOES: SUPERVISORS: None
ABSENT: SUPERVISORS: None

(ah)

. . . . . .

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO ss.

I, LEONA RAPOPORT, Clerk of the Board of Supervisors of San Bernardino County, California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by said Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board of its meeting of October 3, 1977

Dated: 10/4/77 AD/eh

LEONA RAPOPORT
Clerk of said Board.

By _____ Deputy

77-698

#27 cc: Regional Pks. w/3 agree
Water Dist.w/agree c/o Reg. Pks.
Auditor w/agree
PWA-Hammond, 1/72
File

COUNTY OF SAN BERNARDINO

CONTRACT TRANSMITTAL

County Department				CONTRACT NUMBER
Regional Parks Department				77-698
County Department Contract Representative Ph. Ext.				☐ Renewable ☐ Terminates Date:
Budget Unit No.	Sub-Object No.	Fund No.	Job No.	Amount of Contract $1,300,000
Check One: ☒ Expenditure ☐ Revenue S.S.A. # or Federal Employer ID #				If contract has more than one payment or receipt, complete the following. Number of payments: Estimated amount of each: $

Contractor: San Bernardino Valley Municipal Water District

Contractor's Representative: Kenneth R. King

Address: 1350 South "E" Street, San Bernardino, CA 92412 Phone: 889-0433

Nature of Contract: *(Briefly describe the general terms of the contract)*

This agreement is a further modification to the basic contract known as the "Agreement for Development and Operation of Yucaipa Regional Park" which is dated November 19, 1966. The basic agreement has been modified on one previous occasion on January 27, 1976 by "Amendment No. 1". Therefore, this modification shall be known as "Amendment No. 2".

The main purpose of this contract modification is to provide for an additional cash contribution on the behalf of San Bernardino County to the San Bernardino Valley Municipal Water District in the amount of $1,483,000 for its share of additional costs related to design, land acquisition, construction, installation, and set-up of this facility.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to legal form

County Counsel

Reviewed as to budget expenditure

County Administrative Office 9/26/77

02-12294-107

AMENDMENT NO. 2

TO AGREEMENT FOR DEVELOPMENT AND OPERATIONS
OF YUCAIPA REGIONAL PARK
AND ALL OTHER AMENDMENTS THERETO

By agreement dated November 19, 1966, the County of San Bernardino, the San Bernardino Valley Municipal Water District, and the Yucaipa Valley Park & Recreation District set forth terms for the development and operation of Yucaipa Regional Park. Said agreement gave each entity certain rights and responsibilities.

By a separate amendment, dated January 27, 1976, San Bernardino County and the San Bernardino Valley Municipal Water District made additional provisions for executing the responsibilities of each party, in a document entitled "Amendment No. 1 to Agreement for Development and Operation of Yucaipa Regional Park."

Said Amendment No. 1 provided that:

1. The Water District and the Regional Parks Department shall maintain accurate records of staff time and expenses required for the design and construction of the project. The cost of said staff time and expenses shall be chargeable to the project. The County will provide a financial commitment to the project of $1,875,000. These funds will be maintained in a special account established by the County, so that periodic draws may be made as needed for the design and construction of the project.

2. A sum of $135,000 shall be reserved from this financial commitment for initial set-up costs by Regional Parks. The Regional Parks Director shall be authorized, in connection with the Purchasing Agent of the County, to purchase the necessary equipment, provided the total of such purchases does not exceed $135,000.

3. Commencing on December 31, 1975, the Water District will invoice the Regional Parks Department for

OFFICE OF
COUNTY COUNSEL
COUNTY CIVIC BUILDING
157 WEST FIFTH STREET
SAN BERNARDINO, CA 92415

PAG:vk
9-19-77

15-13879-161

32.062% of cost incurred to date. (This percentage represented the relationship between the total estimated amount of the dollars required for the recreational development and the then existing estimated total project cost, which was not funded by federal or state grants already secured by the Water District.) Thereafter, the Water District shall submit periodic invoices for 32.062% of costs actually incurred in that time period, up to a maximum of $1,740,000. Regional Parks shall submit the bills to the Auditor for payment under account No. 240-4360-175-76200.

The above mentioned funds and payments of County have been fully expended.

A new determination of the costs of recreational facilities, the payment for which County is obligated under contract has been made, and the following provisions are now included by this amendment in the contract hereof.

It is mutually agreed:

4. An additional sum of $1,483,000 shall be committed to the project by San Bernardino County in connection with the Board of Supervisors approval of the fiscal year 1977/78 budget. The Water District shall submit periodic invoices against the Regional Parks Department on this financial commitment, up to a total sum of $1,300,000, based upon 42.80% of cost incurred to the date of the current invoice period, the 42.80% to reflect the County's actual share of participation in the project. This percentage represents the relationship between the newly revised amount of total dollar requirements for this recreational development and the revised total cost estimate for the total project, which was not funded by federal or state grants secured by the Water District.

5. A sum of $183,000 shall be reserved from $1,483,000 for purposes of purchasing specimen trees, other landscape materials, and boats for Yucaipa Regional Park by the Regional Parks Department. The Director of Regional Parks shall be authorized, with the Purchasing Agent of the County, to purchase

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9-20-77

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the necessary plant material, landscaping accessories, and boats, up to an amount not to exceed $183,000.

6. As stated above, all charges, either by the Water District or Regional Parks, shall be paid against account No. 240-4360-175-76200.

7. All sums of money mentioned in this agreement, or payments to be made by County pursuant to this agreement, and the amendments to this agreement, shall be only for the acquisition or installation of those improvements for recreational purposes set forth in Exhibit "A", attached hereto and incorporated by reference herein. County shall be responsible for payment for no other items.

COUNTY OF SAN BERNARDINO

By _____
Robert O. Townsend, Chairman
Board of Supervisors

ATTEST:
Leona Rapoport, Clerk of
the Board of Supervisors

By _____ Deputy

YUCAIPA VALLEY PARK AND
RECREATION DISTRICT

By _____
Robert O. Townsend, Chairman
Board of Supervisors

(Board of Supervisors acting
as governing body of the
Yucaipa Valley Park and
Recreation District)

ATTEST:
Leona Rapoport, Clerk of
the Board of Supervisors

By _____ Deputy

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By _____
Jack A. Beaver
General Manager

APPROVED AS TO FORM:

By _____
James W. Dilworth
General Counsel

APPROVED AS TO FORM:

M. CRANE KITCHEL
County Counsel

By _____

Dated: 9-21-77

OFFICE OF
COUNTY COUNSEL
COUNTY CIVIC BUILDING
157 WEST FIFTH STREET
SAN BERNARDINO, CA 92415

PAG:vk
9-19-77
9-21-77

15-13879-161

EXHIBIT "A"

YUCAIPA REGIONAL PARK

ENUMERATION OF RECREATION ITEMS PER SAN BERNARDINO COUNTY'S CONTRACT WITH SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

3	Lakes	*
4	Family picnic areas	
1	Beach – swim area	
1	Boathouse	
50	Picnic shelters	
4	Fish-cleaning stations	
80	Boats	
1	Entrance station	
300 ft	Widening of Oak Glen Road	
708	Parking spaces	
Various	Water & sanitary facilities	
1	Sanitary dump station	
1	Sewer system, including main lines, lift stations, connecting laterals, aeration plant rated at 100,000 gpd.	
3	Water slides	*
1	Concession building	*
1	Plaza area	*
1	Major children's play lot	*
235 acres	Landscaping	*
1	Maintenance building	*

* Items which either are additional, enlarged, or modified from original program.

AFFIRMATIVE ACTION COMPLIANCE

This is to certify that SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
Name of Contractor

[ ] Has an "Approved" Affirmative Action Program and is in compliance with the San Bernardino County Affirmative Action Compliance Program for the _____ (Project).

[ ] Has an "Approved" Affirmative Action Program and meets the San Bernardino County Affirmative Action requirements for Annual Qualification for period _____ (Dates).

[X] Is exempt from compliance with the San Bernardino County Affirmative Action Compliance Program for "Agreement for Development and Operation of Yucaipa Regional Park." (Project) due to Amendment to existing contract signed before September 1, 1977. _____ (Reasons).

[ ] Has not met the San Bernardino County Affirmative Action Compliance Program to qualify as a Responsible Bidder. Returned for revision.

The San Bernardino County Affirmative Action Compliance Office, Personnel Division, will render all possible assistance to the contractor in establishing an Affirmative Action Program:

Address: San Bernardino County
Contract Compliance Office
Personnel Division
157 West Fifth Street
San Bernardino, CA 92415

Phone: (714) 383-3596

Carla E. Grimes
Signature, San Bernardino County
Contract Compliance Office
Personnel Division

November 22, 1977
Date

** This form should be attached to the original contract only.

77-698

INTER-OFFICE MEMO

27

DATE September 23, 1977

FROM John M. Bernard, Administrator
Public Works Agency Ext. 2131

TO Honorable Board of Supervisors

cc: (1) Earl V. Goodwin
(1) John M. Bernard
(9) Clerk to the Board
(3) Regional Parks

SUBJECT BOARD AGENDA ITEM - REGIONAL PARKS DEPARTMENT - AMENDMENT NO. 2 TO AGREEMENT FOR DEVELOPMENT AND OPERATION OF YUCAIPA REGIONAL PARK

This agreement is a further modification to the basic contract known as the "Agreement for Development and Operation of Yucaipa Regional Park" which is dated Nov. 19, 1966. The basic agreement has been modified on one previous occasion on January 27, 1976 by "Amendment No. 1". Therefore, this modification shall be known as "Amendment No. 2".

The main purpose of this contract modification is to provide for an additional cash contribution on the behalf of San Bernardino County to the San Bernardino Valley Municipal Water District in the amount of $1,483,000 for its share of additional costs related to design, land acquisition, construction, installation, and set-up of this facility. Of this amount, a sum of $183,000 shall be reserved for the purpose of purchasing specimen trees, other landscape materials, and boats for Yucaipa Regional Park by the Regional Parks Department.

The related concept approval and budget authority has previously been granted by the Board of Supervisors via approval of the FY 1977/78 budget. This item carries a code number of 240-4360-175-76200. This modification does not represent an additional request over and above what has already been budgeted. The sole purpose of this modification is to provide for legal authority, in order that the Auditor can issue warrants to the Water District as work is completed on this park.

ACTION REQUESTED:

Approval of Amendment No. 2 to Agreement for Development and Operation of Yucaipa Regional Park.

77-698 76-7

PREPARED BY:

APPROVED FOR BOARD AGENDA:

John M. Bernard, Administrator
Public Works Agency

APPROVED BY:

Gary D. Patton, Director
Regional Parks Department

12 - 1367 - 600

Board

COUNTY OF SAN BERNARDINO

CONTRACT TRANSMITTAL

County Department				CONTRACT NUMBER
PWA Regional Parks				79-611 A-3
County Department Contract Representative				☐ Renewable ☐ Terminates
Gary Patton/A. Herndon		Ph. Ext. 1912		Date:
Budget Unit No.	Sub-Object No.	Fund No.	Job No.	Amount of Contract

Check One: ☐ Expenditure ☐ Revenue

S.S.A. #

or Federal Employer ID #

If contract has more than one payment or receipt, complete the following.

Number of payments:

Estimated amount of each: $

Contractor: 1) San Bernardino Valley Municipal Water Dist. and 2) Yucaipa Valley Recreation and Park District

Contractor's Representative: 1) Jack A. Beaver General Manager and 2) Michael Farris Director

Address: 1) P.O. Box 5906 San Bernardino, CA 92412 and 2) P.O. Box 337 Yucaipa, CA 92399

Phone: 1) (714) 889-0433 2) (714) 797-6014

Nature of Contract: *(Briefly describe the general terms of the contract)*

Yucaipa Regional Park

This Amendment No. 3 provides a method of County funding and California Conservation Corps manpower for construction and/or installation of:

1) all landscape and irrigation items
2) all recreation equipment
3) majority of all fencing and safety items
4) certain minor architectural items which are specified in Exhibit "A".

Reviewed by PWA Real Property

By

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to legal form

▶

County Counsel

Reviewed as to budget expenditure

John M. Bernard

County Administrative Office

02-12294-107

AMENDMENT NO. 3

TO AGREEMENT FOR DEVELOPMENT AND OPERATIONS
OF YUCAIPA REGIONAL PARK
AND ALL OTHER AMENDMENTS THERETO

By agreement dated November 19, 1966, the County of San Bernardino, the San Bernardino Valley Municipal Water District, and the Yucaipa Valley Park and Recreation District set forth terms for the development and operation of Yucaipa Regional Park. Said agreement gave each entity certain rights and responsibilities.

By a separate amendment, dated January 27, 1976, San Bernardino County and the San Bernardino Valley Municipal Water District made additional provisions for executing the responsibilities of each party, in a document entitled "Amendment No. 1 to Agreement for Development and Operation of Yucaipa Regional Park."

By a separate amendment dated September 21, 1977, San Bernardino County and the San Bernardino Valley Municipal Water District made other additional provisions for executing the responsibilities of each party, in a document entitled "Amendment No. 2 to Agreement for Development and Operations of Yucaipa Regional Park."

In addition to prescribing various duties for each of the parties, both Amendments No. 1 and No. 2 provided for certain monies to be paid by San Bernardino County to San Bernardino Valley Municipal Water District.

The above mentioned funds and responsibilities either have been completed or are in the process of being completed.

Now comes a new determination that, 1) to best distribute the existing financial resources and 2) to promote a wide range of recreational and educational values; an expanded program for using the State of California Conservation Corps (CCC) and the County of San Bernardino Regional Parks crews for construction of related items would be beneficial to all the parties to these above named agreements. Provisions for the new intent are set forth below and now are included by this amendment in the contract hereof:

IT IS MUTUALLY AGREED:

1. San Bernardino County shall assume lead agency status and responsibility for construction of selected items as outlined in Exhibit "A" of this Amendment and hereinafter known as the "CCC Yucaipa Regional Park Construction Program."
2. San Bernardino Valley Municipal Water District and San Bernardino County may jointly, from time to time, expand, modify or delete certain construction items as set forth in Exhibit "A". Modifications to the established "CCC Yucaipa Regional Park Construction Program" can be accomplished under this agreement provided that acceptance letters of such modifications from both agencies are placed on file with the Clerk of the Board of Supervisors and the Secretary of the Board of Directors of the Water District.
3. Signature authority for such letters shall, on behalf of the County of San Bernardino, rest with the Chairman of the Board of Supervisors and the Chairman of the Board of Directors for the Water District.
4. Such letters of modification shall pertain only to construction items to be built by the California Conservation Corps and Regional Park

staff at the Yucaipa Regional Park and do not relate to changing any of the conditions set forth in this Amendment for same, the actual construction program may be amended without causing need to amend the basic contract between the parties or any amendments thereto.

5. County agrees to insure that those items constructed by the California Conservation Corps and/or their own crews or any in combination thereof shall be in substantial compliance with plans prepared by the Project Architect and jointly approved by the appropriate staff representative for the Water District and the County.

6. County agrees to assume full responsibility for construction inspection via its established Architecture and Engineering Department of the Public Works Agency for those items related solely to this amendment.

7. County agrees to coordinate the "CCC Yucaipa Regional Park Construction Program" with the appropriate staff representative of the Water District. Such coordination shall be introduced via the established monthly staff meetings. Should no written objections be presented by the Water District to the Director of Regional Parks within ten (10) working days following introduction of the proposed construction schedule at said meeting, said schedule shall be deemed approved by the Water District.

8. The construction priorities shall be as follows:

First Priority	All Utilities
Second Priority	All Roads
Third Priority	Restrooms (majority thereof)
Fourth Priority	Swim Centers and Concession Areas

9. It shall be the intent of these parties that Yucaipa Regional Park shall be in a state of readiness for public use by May 1, 1980.

10. County of San Bernardino to bear all cost of materials and supervision related to the construction program as set forth in Exhibit "A" as it is constituted initially, or subject to future changes, unless otherwise provided for in writing by separate agreement.

COUNTY OF SAN BERNARDINO

By _____
James L. Mayfield, Chairman
Board of Supervisors

ATTEST:
Andree Disharoon, Clerk of
the Board of Supervisors

By _____
Deputy AUG 20 1979

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By _____
Jack A. Beaver
General Manager

APPROVED AS TO FORM:

By _____
James W. Dilworth
General Counsel

YUCAIPA VALLEY PARK AND
RECREATION DISTRICT

By _____
James Mayfield, Chairman
Board of Supervisors

(Board of Supervisors acting
as governing body of the
Yucaipa Valley Park and
Recreation District)

ATTEST:
Andree Disharoon, Clerk of
the Board of Supervisors

By _____
Deputy AUG 20 1979

APPROVED AS TO FORM:

ALAN K. MARKS
County Counsel

By _____
Edward Duddy
Deputy County Counsel

Dated: September 17, 1979

EXHIBIT "A"

YUCAIPA REGIONAL PARK

I. General Recreational Facilities

TO BE CONSTRUCTED BY CALIFORNIA
CONSERVATION CORPS UNDER DIRECTION
OF REGIONAL PARKS STAFF

Item	Quantity
Table Pads	97
Family Picnic Shelters	38
Group Shelters	3
Group Camp Shelters	9
Fish Cleaning	4
Tables	266
Grills	122
Fishing Platforms	9
Flagpole/Plaque Area	1
Main Sign	1
Entry Station	1

II. Landscape Development

TO BE CONSTRUCTED BY CALIFORNIA
CONSERVATION CORPS UNDER DIRECTION
OF REGIONAL PARKS STAFF

Item*

*83 Acres Turf

*40 Acres Intensive Planting (Slopes)

*123 Acres Automatic Irrigation

*Depends on utilities contract and
landscape design

EXHIBIT "A"

YUCAIPA REGIONAL PARK

III. Concession/Swim Area

TO BE CONSTRUCTED BY CALIFORNIA CONSERVATION CORPS UNDER DIRECTION OF REGIONAL PARKS STAFF

Item	
Boat Pavilion	1 ea
Picnic Pavilion	1 ea
Entry Pavilion	2 ea
Entry Pavilion	2 ea
Main Channel Bridges	As Required
Trellis & Fence (at Snack Bar)	180 L.F. (Approx.)
Small Bridges	3 ea
Handrail at Seawall	As Required
Concession area/Rock Work *	As Required
Upper Plaza: Rock Work	As Required
Upper Plaza: Shade Structures	As Required
Swim Pavilion 4,000	1 ea
Boat Dock @ Lake #2	1 ea
Boat Dock @ Lake #1	1 ea
Swim Area Rock Walls	As Required

* (All Concrete, "Flatwork" and/or "decorative" to remain responsibility of Water District).

YUCAIPA REGIONAL PARK

EXHIBIT "A"

IV. Fencing, Safety & Miscellaneous Items

TO BE CONSTRUCTED BY CALIFORNIA CONSERVATION CORPS UNDER DIRECTION OF REGIONAL PARKS STAFF

Item	
Concrete Curbs (Lake's edge)	1,920 L.F. (Approx.)
Culverts & Downdrains	As Required
Recirculation Streams	As Required
Gutters (Roadway edges)	As Required
Paved Trails	As Required
Fishing Platforms	9 Each
Play Toys	As Required
Fish Plants	As Required
Traffic Barriers	11,700 L.F. (Approx.)
Fencing Swim Area Perimeter	10,210 L.F. (Approx.)
Fencing Spillways	690 L.F. (Approx.)

INTER-OFFICE MEMO

35

RECOMMENDED CAO

COUNTY OF SAN BERNARDINO

DATE August 13, 1979

FROM GARY D. PATTON, Director
Regional Parks Department
GDP

PHONE 1912

TO THE HONORABLE BOARD OF SUPERVISORS

AGREEMENT NO. 79-611-A-3

SUBJECT APPROVE AMENDMENT NUMBER 3 - YUCAIPA REGIONAL PARK

to agreement btn. San Bdno. Vly. Muni. Wtr. Dist. and Yucaipa Vly. Rec. & Pk. Dist and Reg.Pks.

RECOMMENDATION: Approve contract Amendment No. 3/and authorize Chairman to sign for County of San Bernardino and Yucaipa Valley Recreation and Park District.

ORIGINAL AGREEMENT EXECUTED IN 1966

BACKGROUND: Board approved additional County financial participation of $750,000 for this project in the recent FY 1979-80 Budget.

State of California, Department of Water Resources, has notified San Bernardino Valley Municipal Water District that the Water District must complete this contract amendment before Davis-Grunsky Funds will be made available by the State.

REASON FOR RECOMMENDATION: It is County of San Bernardino's policy to delineate its financial commitments and contractual responsibilities in a legal format similar to contract Amendment No. 3.

Amendment No. 3 will provide means for the Water District to obtain the remainder of the authorized Davis-Grunsky funding.

REVIEW BY OTHER AGENCIES: This amendment has been reviewed and approved by County Counsel and the County Administrative Office.

FINANCIAL DATA: The $750,000 of approved County funds will off-set nearly $2 million in Regional Park requirements for Yucaipa Regional Park when used in cooperation with the California Conservation Corps.

Amendment No. 3 provides a method for County funding and California Conservation Corps manpower for construction and/or installation of: (1) all landscape and irrigation items; (2) all recreation equipment; (3) majority of all fencing and safety items; and (4) certain minor architectural items which are specified in Exhibit "A" of Amendment No. 3.

GDP:km

AS MODIFIED AGREEMENT NO. 79-611-A-3

APPROVED:

John M. Bernard

JOHN M. BERNARD, Administrator
Public Works Agency

APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION ✓ ✓ ✓ 1 2 3 4 5

ANDREE DISHAROON, CLERK OF THE BOARD

BY

DATED: AUG 20 1979

Agree A-6 A-3

cc: Reg. Pks. w/amend.;
PWA-Bernard;
Auditor w/amend. when returned
Spec. Dist., Yucaipa Pk. & Rec. Dist. w/amend;
San Bernardino Valley Munt. Water Dist. w/amend; to Reg. Pks.
File w/amend. when returned

To Ch 8/22/79

12-1367-000 Rev. 1/77

File Copy

TT-611 a-3

AFFIRMATIVE ACTION COMPLIANCE

This is to certify that SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND
Name of Contractor YUCAIPA VALLEY REC. & PARK DISTRICT

[ ] Has an "Approved" Affirmative Action Program and is in compliance with the San Bernardino County Affirmative Action Compliance Program for the _____ (Project).

[ ] Has an "Approved" Affirmative Action Program and meets the San Bernardino County Affirmative Action requirements for Annual Qualification for period _____ (Dates).

[xx] Is exempt from compliance with the San Bernardino County Affirmative Action Compliance Program for landscape and irrigation items _____ (Project) due to amendment to prior contract - executed in 1966 _____ (Reasons).

[ ] Has not met the San Bernardino County Affirmative Action Compliance Program to qualify as a Responsible Bidder. Returned for revision.

The San Bernardino County Affirmative Action Compliance Office, Personnel Division, will render all possible assistance to the contractor in establishing an Affirmative Action Program:

Address: San Bernardino County
Contract Compliance Office
Personnel Division
157 West Fifth Street
San Bernardino, CA 92415

Phone: (714) 383-2364

Jess Bracy
Signature, San Bernardino County
Contract Compliance Office
Personnel Division

August 22, 1979
Date

** This form should be attached to the Clerk of the Board's copy and the Auditor's copy only.

COUNTY OF SAN BERNARDINO

CONTRACT TRANSMITTAL

County Department				CONTRACT NUMBER
EPWA - Regional Parks Department				79-62194
County Department Contract Representative				☐ Renewable ☐ Terminates
Gary D. Patton		Ph. Ext. 1912		Date:
Budget Unit No.	Sub-Object No.	Fund No.	Job No.	Amount of Contract
501	2189	001		$364,800

Check One: ☒ Expenditure ☐ Revenue

S.S.A. #

or Federal Employer ID #

If contract has more than one payment or receipt, complete the following.

Number of payments:

Estimated amount of each: $

Contractor: SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT and YUCAIPA VALLEY PARK & RECREATION DISTRICT

Contractor's Representative: FRED OLDENDORF, JR.

Address: P.O. BOX 5906, San Bernardino, CA 92412 Phone: 714/889-0433

Nature of Contract: *(Briefly describe the general terms of the contract)*

Contract Amendment No. 4 to Contract No. 79-621 betwwen the County of San Bernardino, the Yucaipa Valley Park & Recreation District, and the San Bernardino Valley Municipal Water District provides for payment to the Water District for Phase I Utilities at Yucaipa Regional Park.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to legal form

▸ June 3, 1981

County Counsel

Reviewed as to budget expenditure

▸

County Administrative Office

02-12294-107

AMENDMENT NO. 4
TO AGREEMENT FOR DEVELOPMENT AND
OPERATION OF YUCAIPA REGIONAL PARK

This Amendment is entered into as of March 10, 1980, by and between the COUNTY OF SAN BERNARDINO ("County"), SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT ("Water District"), and the YUCAIPA VALLEY PARK AND RECREATION DISTRICT ("Park District"), hereinafter sometimes collectively referred to as "the Parties," AND WITNESSETH AS FOLLOWS:

1. RECITALS

(a) An AGREEMENT FOR DEVELOPMENT AND OPERATION OF YUCAIPA REGIONAL PARK, dated November 17, 1966, was entered into by and between the Parties, and was duly amended by them as of January 27, 1976 (Amendment No. 1), September 21, 1977 (Amendment No. 2), and September 18, 1979 (Amendment No. 3). Said Agreement and the three referenced amendments thereto are hereinafter sometimes collectively referred to as "the Original Agreement."

(b) The Parties have agreed in principle to make further amendments to the Original Agreement, reallocating rights, privileges, duties and obligations relating to completion of the park and recreation facilities which are to be provided pursuant to Davis-Grunsky Contract No. D-GGR32, as amended ("Davis-Grunsky Contract"), an agreement entered into as of November 25, 1975, between the Water District and the Department of Water Resources of the State of California.

(c) In relation to the foregoing reallocation, the Parties have specifically agreed to reallocate as hereinafter set forth, the rights, privileges, duties and obligations associated with the Phase 1 Utilities Contract.

(d) It is necessary to formalize the reallocation of rights, privileges, duties and obligations relating to the Phase 1 Utilities Contract before the Parties will be able to render in detail and reduce to writing the balance of the amendments to the Original Agreement to which the Parties have agreed in principle.

(e) Therefore, it is and will be to the mutual benefit of each of the Parties to amend the Original Agreement as provided herein, contemplating that further amendment will be duly effectuated at a later date as hereinabove related.

2. EFFECT OF AMENDMENT

Except as specifically or by necessary implication otherwise provided herein, the terms and conditions of the Original Agreement shall remain in full force and effect.

3. PARK DISTRICT

The rights, privileges, duties and obligations of the Park District remain as set forth in the Original Agreement.

4. PHASE 1 UTILITIES CONTRACT

In respect to the Phase 1 Utilities Contract ("Contract"), the Original Agreement is hereby amended to provide as follows:

(a) The Water District will award the Contract and will retain primary responsibility for its administration and for supervision of construction under the Contract.

(b) The Water District will consult with and obtain the approval of the County before acting in any matter which might affect the cost or time of completion of the Contract, including, without limitation, change orders, payment disputes, and third party claims relating to the Contract or to performance thereunder. The County shall not unreasonably withhold approval of any course of action proposed by the Water District in respect to the Contract.

(c) The County shall assign such personnel as it deems appropriate to observe the administration of the Contract and of the contractor's performance thereunder. The number of such personnel is subject to approval by the Water District. The Water District shall not unreasonably withhold approval of the number of personnel so assigned by the County. All approved personnel assigned by the County shall have ready access to job sites and Contract records insofar as such access is subject to the control of the Water District. All such personnel shall be under the general direction of the Water District Project Engineer in regards to job site access and use of Water District facilities.

(d) The County hereby assumes financial responsibility for completion of the Contract, up to a maximum of $364,800, unless such amount is changed by further written agreement of the Parties. The County will discharge such responsibility by payments to the Water District in accordance with the provisions of Subparagraph (e) of this Paragraph 4, following.

(e) On or before the fifth business day of each month during the construction of the Phase 1 Utilities, the Water District will submit to the County for its approval an invoice supported by duplicate copies of the Progress Payment Form for the Contract, showing work completed by the contractor under the Contract during the previous thirty-day period. The County and Water District shall promptly approve all amounts due the Contractor pursuant to the Contract specifications. The County shall pay all approved amounts from such invoices to Water District promptly, and in no event later than fifteen (15) days after receipt of the invoice from the Water District.

(f) The Water District shall pay the contractor in accordance with the Specifications for the Contract.

5. PLANS

Upon final completion and acceptance of the Phase 1 Utilities, the Water District will furnish to County a copy of the "as-built" plans for the work.

6. GRANT REIMBURSEMENT

Promptly upon completion and final acceptance of the Phase 1 Utilities, the Water District will claim reimbursement from the State of California for the cost of said utilities in accordance with the Davis-Grunsky Contract. The Water District will pay to County promptly upon receipt, all monies received from the State as reimbursement for the costs of constructing the Phase 1 Utilities, including, when paid, any retention withheld from such reimbursement by the State for later payment.

7. ADMINISTRATION

(a) The Director of the Department of Regional Parks ("Director") shall administer the Original Agreement, as herein amended, on behalf of the County, but shall have no power to alter the terms of said

Agreement. The Director shall have the power to give or withhold approvals and to receive such notices as may be required or permitted by said Agreement.

(b) The General Manager of the Water District ("Manager"), or such person as he designates in written notice to the other Parties, shall administer the Original Agreement, as herein amended, on behalf of the Water District, but shall have no power to alter the terms of said Agreement. The Manager shall have the power to give or withhold approvals and to receive such notices as may be required or permitted by said Agreement.

(c) The Director of the Department of Special Districts ("Director") shall administer the Original Agreement, as herein amended, on behalf of the Park District, but shall have no power to alter the terms of said Agreement. The Director shall have the power to give or withhold approvals and to receive such notices as may be required or permitted by said Agreement.

8. NOTICES

(a) Notices required or permitted to be given by the Original Agreement, as herein amended, shall be mailed with postage prepaid or delivered to the parties in care of the person and at the address specified in this Paragraph 8, or to such other person or address as may be from time to time designated in writing for such purpose by the respective Parties.

(b) Notices to the Park District shall be given as follows:

Yucaipa Valley Park and Recreation District
c/o Director of the Department of Special Districts
County of San Bernardino
1111 East Mill Street
San Bernardino, California 92415

(c) Notices to the Water District shall be given as follows:

San Bernardino Valley Municipal Water District
c/o General Manager
1350 South E Street, Post Office Box 5906
San Bernardino, California 92412

(d) Notices to the County shall be given as follows:

County of San Bernardino
c/o Director of the Department of Regional Parks
825 East Third Street
San Bernardino, California 92415

WHEREFORE, the Parties hereto have caused this Amendment to be executed as of the day and date first above mentioned.

APPROVED AS TO FORM:

James W. Dilworth
District General Counsel

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By Fred Oldendorf Jr.
President of the Board of Directors

Date: May 19, 1980

Attest: Rosemary W. Fossel
Secretary

APPROVED AS TO FORM:

Alan K. Marks
County Counsel

By Chad Dandy
Deputy

Date: June 2, 1980

COUNTY OF SAN BERNARDINO

By
Chairman of the Board of Supervisors

Date: 6-9-80

Attest:

Andree Disharoon, Clerk of the Board of Supervisors

By Marianne Williams
Deputy

APPROVED AS TO FORM:

Alan K. Marks
County Counsel

By Chad Dandy
Deputy

Date: June 2, 1980

YUCAIPA VALLEY PARK AND RECREATION DISTRICT

By
Chairman of the Board of Supervisors acting in its capacity as the governing body of said District

Date: 6-9-80

Attest:

Andree Disharoon, Clerk of the Board of Supervisors

By Marianne Williams
Deputy

INTER-OFFICE MEMO

21

DATE: June 9, 1980

FROM: GARY D. PATTON, Director
Regional Parks Department DDP

PHONE: 1912

TO: THE HONORABLE BOARD OF SUPERVISORS

RECOMMENDED CAO

AGREEMENT NO. 79-621a4

SUBJECT: CONTRACT AMENDMENT # 4 - YUCAIPA REGIONAL PARK

RECOMMENDATION: Yucaipa Reg. Pk.

Amendment #4 to Agreement 79-621 btn. Reg. Parks Dept / and ** Approve ~~the/ amdmt/ of/ the/ contract~~ and authorize Chairman to sign both for the County of San Bernardino and the Yucaipa Valley Park & Recreation District; whereby the sum of $368,400 will be paid to the Water District for constructing that work known as "Phase I Utilities".

**San Bernardino Valley Municipal Water District & Yucaipa Valley Park & Rec. Dist.

BACKGROUND INFORMATION:

This contract provides the legal mechanism for the County of San Bernardino to make periodic payments to the San Bernardino Valley Municipal Water District for the work which they are to effect via a separate construction contract, known as "The Phase I Utility Program".

REVIEW BY OTHER DEPARTMENTS:

The attached County Counsel approval form denotes that department's acceptance of this proposal in their normal manner.

FINANCIAL DATA:

The sum of $368,400 is to be paid from funds already budgeted by the County for Yucaipa Regional Park which are under the control of the Director of Architecture & Engineering.

Orig. agree: 11-17-66
Am. #1 - 76-5
Am #2 - 77-698
Am #3 - 79-621
Am #4 - 79-621 A-4

RECOMMENDED FOR BOARD APPROVAL:

AGREEMENT NO. 79-621a4

AS MODIFIED

John M. Bernard
John M. Bernard, Administrator
Environmental Public Works Agency

APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION ✓ 1 ✓ 2 ✓ 3 4 5

ANDREE DISHAROON, CLERK OF THE BOARD

BY

DATED: JUN 9 1980

GDP:bd

cc: Reg. Parks w/agree; Spec. Dists.; Yucaipa Vly. Pk. & Rec. Dist. w/agree; Auditor w/agree; San Bdno. Vly. Muni. Water. Dist. w/agree to Reg. Parks; File w/agree

Agree 79-621

12-1367-000 Rev. 1/77

COUNTY OF SAN BERNARDINO

CONTRACT TRANSMITTAL

County Department				CONTRACT NUMBER
EPWA Regional Parks Department				79-621-5
County Department Contract Representative Gary D. Patton Ph. Ext. 1912				☐ Renewable ☐ Terminates Date:
Budget Unit No. 501	Sub-Object No. 2189	Fund No. 001	Job No.	Amount of Contract
Check One: ☒ Expenditure ☐ Revenue S.S.A. # or Federal Employer ID #			If contract has more than one payment or receipt, complete the following. Number of payments: Estimated amount of each: $	

Contractor: San Bernardino Valley Mun. Water Dist. and Yucaipa Valley Park & Recreation Dist.

Contractor's Representative: Fred Oldendorf, Jr.

Address: 1350 South E Street, San Bernardino, CA 92412 — 714/889-0433
12385 Seventh Street, Yucaipa, CA 92399 — Phone: 714/797-0284

Nature of Contract: *(Briefly describe the general terms of the contract)*

Amendment #5 to Agreement No. 79-621 between the County of San Bernardino, the San Bernardino Valley Municipal Water District, and Yucaipa Valley Park and Recreation District for final construction, maintenance, and operation of Yucaipa Regional Park.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to legal form
▸ 9-23-80
County Counsel

Reviewed as to budget expenditure
▸ 9/24/80
County Administrative Office

02-12294-107

79-621-5

AMENDMENT NO. 5

TO AGREEMENT FOR DEVELOPMENT AND

OPERATION OF YUCAIPA REGIONAL PARK

This Amendment No. 5 to the Agreement for Development and Operation of Yucaipa Regional Park is entered into as of SEP 29 1980 by and between the COUNTY OF SAN BERNARDINO ("County"), SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT ("Water District"), and the YUCAIPA VALLEY PARK AND RECREATION DISTRICT ("Park District"), hereinafter sometimes collectively referred to as "the Parties," AND WITNESSETH AS FOLLOWS:

1. ORIGINAL AGREEMENT

An AGREEMENT FOR DEVELOPMENT AND OPERATION OF YUCAIPA REGIONAL PARK, dated November 17, 1966, was entered into by and between the Parties and was duly amended by them as of January 27, 1976 (Amendment No. 1), September 21, 1977 (Amendment No. 2), September 18, 1979 (Amendment No. 3), and March 10, 1980 (Amendment No. 4). Said Agreement and the four referenced Amendments thereto are hereinafter sometimes collectively referred to as the "Original Agreement."

2. AMENDMENT

It is and will be to the mutual benefit of each of the Parties to amend the Original Agreement as provided herein. Except as specifically or by necessary implication otherwise provided herein, the terms and conditions of the Original Agreement shall remain in full force and effect.

3. REMAINING WORK

(a) Work has been substantially completed in respect to construction of the dams and reservoirs which are to be operated and maintained by the Water District under the terms of the Davis-Grunsky Contract No. D-GGR32 dated November 25, 1975, as amended, hereinafter sometimes referred to as "Davis-Grunsky Contract," attached hereto as Exhibit 5-D and incorporated herein by this reference.

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COUNTY COUNSEL
COUNTY CIVIC BUILDING
157 WEST FIFTH STREET
SAN BERNARDINO, CA 92415

ED:op
9-12-80

(b) A nonspecific list of the principal items of work remaining to be completed in respect to the Davis-Grunsky Contract is set forth in Exhibit 5-A attached hereto and incorporated by this reference.

4. NONFISCAL DUTIES OF PARTIES

(a) The duties of the Park District remain as set forth in the Original Agreement.

(b) Except as to the items set forth in subsection (i) below, the County shall assume the responsibility for execution and completion of the duties and obligations of the Water District under the Davis-Grunsky Contract, including the completion of all plans and specifications required. A list of the principal Davis-Grunsky items is attached hereto in Exhibit 5-B and incorporated by this reference. The County does hereby succeed to the rights and responsibilities, where legally permissible, for the pursuit of claims against contractors arising out of the provisions by such contractors of faulty materials and workmanship on work completed under contracts in the name of Water District, whether known at this time or not.

(c) All notices required to be given and approvals required of County by the terms of the Davis-Grunsky Contract shall be routed through the Water District to the State.

(d) County will notify the Water District at least fifteen (15) days prior to the date of final inspection pursuant to each construction contract.

(e) Supervision of construction and onsite protection made necessary by the construction will be sole responsibility of County.

(f) Monthly progress reports shall be prepared by County and shall be distributed to Water District and Park District.

(g) County will furnish Water District with detailed information on construction costs and other required supporting financial documents in the manner and form specified by Water District and the State for use in filing claims for reimbursement under the Davis-Grunsky Contract.

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(h) Water District shall provide to the County copies of all documents relating to the Yucaipa Regional Park Project as requested by County.

(i) Water District agrees to retain duties and obligations set forth in the Sections of the Davis-Grunsky Contract as listed in Exhibit 5-C attached hereto and incorporated by this reference.

(j) Water District will continue to act as the Grantee under the Davis-Grunsky Contract until the Project is accepted by the State of California Department of Water Resources and, except as provided otherwise herein or in the Original Agreement, within its limits of fiscal constraints, will use its best efforts to obtain maximum reimbursement from the State of California for payments already made or to be made by Water District or by County in completion of the Project. Water District and County will insure that the terms and conditions of this Amendment and the performance by the Parties hereunder will not operate to endanger the reimbursement rights granted to Water District under said Davis-Grunsky Contract, or the derivative reimbursement rights granted to County by the Original Agreement as amended herein.

(k) The County and Water District retain all duties as set forth in the Original Agreement except as specifically modified in this Amendment.

(l) Water District General Manager or his designee, and the County's Regional Park Director and Director of Architecture and Engineering/Real Property Department shall be invited to attend all meetings when Project is discussed with local, state, or federal agency representatives.

(m) Reponsibilities and duties required for the operation and maintenance of the Yucaipa Regional Park shall be agreed upon mutually by the Parties.

(n) The Parties shall execute all agreements required to give effect to the provisions of this Amendment, including, without limitation, the assignment to County by Water District of all warranties, guaranties and sureties provided to Water District in connection with the provision of materials and workmanship for all facilities in the Park which are to be operated and maintained by the County.

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5. FISCAL DUTIES OF PARTIES

(a) The duties of the Park District remain as set forth in the Original Agreement.

(b) With the exception of the Phase I Utilities Contract described in Amendment No. 4, the County hereby assumes financial and administrative responsibility for completeion of construction of all the Yucaipa Regional Park Project facilities required by the Davis-Grunsky Contract which have not yet been accepted as complete by Water District.

(c) Water District will pay to County promptly upon receipt any and all monies received from the State of California pursuant to Requests for Disbursement of Funds submitted by the Water District after March 10, 1980, and any and all Retention monies held by the State, excepting the amount of $5,114.00 due the Water District on Grantee Request No. 4, "Request for Disbursement of Funds, Water and Sanitary Grant."

(d) Retention monies referred to in Section 5(c) are payable by the State of California upon acceptance of the project by the State of California Department of Water Resources.

(e) In the event the State determines that overpayments have been made to the Water District and the Water District has transferred said funds to the County, the County agrees to repay the Water District such amounts of overpayment due the State.

(f) Any monies that may still be due the Water District arising out of that certain Agreement between the County and the Water District dated November 15, 1976, hereby are assigned to the County. Said Agreement is attached hereto as Exhibit 5-E and incorporated by this reference.

6. ASSIGNMENT

With the written consent of the other Parties and any other party or agency having jurisdiction, any Party may assign its rights, privileges, duties and obligations hereunder to any responsible public agency which is willing and able to assume all of the duties and obligations imposed upon the assigning Party by this Amendment and by the Original Agreement.

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7. RETAINED RIGHTS

Except as specifically or by necessary implication provided in this Amendment or in the Original Agreement, no provision hereof shall be construed as a waiver or relinquishment of any right or remedy which any party hereto might possess.

8. INDEMNIFICATION AND HOLD-HARMLESS

(a) Except with respect to circumstances attributable to acts or omissions of the Water District, County shall indemnify and hold harmless the Water District and the officers, agents and employees of the Water District from any and every claim, demand or action for damages or for injury to any person or persons or property of any kind whatsoever and from any loss or expense in connection therewith which may arise or result from the operation, maintenance, design, construction, grading, clearing or inspection of Yucaipa Regional Park and the use of the dams and reservoirs by County and the public.

(b) Except with respect to circumstances attributable to acts or omissions of the County, Water District shall indemnify and hold harmless the County and the officers, agents and employees of the County from any and every claim, demand or action for damages or for injury to any person or persons or property of any kind whatsoever and from any loss or expense in connection therewith which may arise or result from the operation, maintenance, design or construction by Water District of the dams, dam appurtenances and structural dam fill in Yucaipa Regional Park or from a fault or defect associated with grading, clearing, construction or inspection activities carried out by or under the supervision of Water District in relation to any other structure or facility in Yucaipa Regional Park.

(c) Any party having a duty to indemnify or hold the other party harmless pursuant to this provision shall have the right of reasonable entry and access to property and facilities under the control of the other party in order to mitigate, eliminate or prevent liability which might accrue to the indemnifying party as a result of such duty. Except in emergency situations,

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entry or access may be obtained for such purpose only with the prior consent of the other party, which shall not be unreasonably withheld. This provision shall not be construed to authorize any alteration of a facility or property which materially affects its structure, function, safety or use except: (i) with the prior written consent of the party which is charged with the duty to operate and maintain such facility or property, or (ii) when such alteration has been duly mandated by a court of competent jurisdiction in an action in which the mandated party prosecuted a good faith defense. This Paragraph B shall not be applicable to any liability accruing after a refusal to allow an alteration of a facility or property pursuant to this Subsection (c).

(d) The Water District specifically agrees to indemnify, defend and hold harmless the County and the officers, agents and employees of the County from any and all liability, loss, and expense arising out of that certain action entitled Yucaipa Valley Acres vs. San Bernardino Valley Municipal Water District, et al. filed as case No. 196942 in the Superior Court for the County of San Bernardino, State of California. The County specifically agrees to design and construct at its own expense such remedial facilities as may be required to return certain minor surface drainage from the easterly side of the Park to Gateway Creek within the confines of the Park in accordance with historical conditions.

(e) Except as to the dams, dam appurtenances and structural dam fill, it shall be conclusively presumed between the County and the Water District, that damage or injury occurring more than ten years after completion of a facility did not arise out of a latent deficiency in the design, specification, surveying, grading, planning, supervision or observation of construction, or construction of such facility.

(f) This provision shall not be construed to create any right or cause of action in any third party.

///

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SAN BERNARDINO, CA 92415

WHEREFORE, the Parties hereto have caused this Amendment to be executed as of the day and date first above mentioned.

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By _____
President of the Board of Directors

Dated: SEP 23 1980

APPROVED AS TO FORM:

_____
District General Counsel

ATTEST: _____
Secretary

COUNTY OF SAN BERNARDINO

By _____
Chairman of the Board of Supervisors

Date: SEP 29 1980

APPROVED AS TO FORM:
Alan K. Marks
County Counsel

Date: _____

By _____
Deputy

ATTEST:
Andree Disharoon
Clerk of the Board of Supervisors

By _____
Deputy

YUCAIPA VALLEY PARK
AND RECREATION DISTRICT

By _____
Chairman of the Board of Supervisors
acting in its capacity as the
governing body of said District

Date: SEP 29 1980

APPROVED AS TO FORM:
Alan K. Marks
County Counsel

Date: _____

By _____
Deputy

ATTEST:
Andree Disharoon
Clerk of the Board of Supervisors

By _____
Deputy

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EXHIBIT 5-A

PRINCIPAL ITEMS TO BE COMPLETED

UTILITIES

Concession Area and Swim Area

1. Water Piping and Treatment Equipment
2. Electrical Facilities
3. Sewage Lift Station
4. Swim Lagoon Lining

General Areas

1. Irrigation Pump Station
2. Ornamental Water Control Facilities
3. Storm Drain from East Park Boundary to Bypass Channel
4. Septic Tanks and Sanitary Disposal Station
5. Lighting

GRADING

Remove or Reshape Excess Material on Island in Lake No. 2

Remove Silt Materials from Lakes

Repair Errosion Areas as Required

ARCHITECTURAL

Restrooms

Lifeguard Building; Snack Bar

Fish Cleaning Facilities

Table Pads

Group Camping Shelters

Group Picnic Shelters

Boat Docks

Concession Area Trellis Work and Handrails and Concrete Flat Work

Pedestrian Bridge

Miscellaneous Wall, Walkway, and Drainage Structures

PAVING

Grading and Paving of Road System with Traffic Barriers

Grading and Paving of Oak Glen Road

Miscellaneous Catch Basins and Drainage Structures

Directional Signs

LANDSCAPING AND IRRIGATION SYSTEM

Install Automatic Sprinkler System

Reshape and Fine Grade Ground as Required

Plant Landscaping Materials and Turf

RECREATION EQUIPMENT

Tables, Trash Cans, Barbecue Grills, Fire Rings

First Aid and Safety Equipment

MISCELLANEOUS

Park Security Fencing

Trail System as Required

Beach Sand

EXHIBIT 5-A

EXHIBIT 5-B

COUNTY DUTIES AND OBLIGATIONS UNDER DAVIS-GRUNSKY CONTRACT

Contract Section Number	Synopsis of Section Requirements
A-7	Construct Recreation Facilities described in Recreation Plan.
A-8 a	Project shall be constructed in diligent, efficient and economical manner and in compliance with applicable provisions of law. Arrange for qualified personnel to supervise construction.
A-8 b	Construction shall be completed and facilities available for public use on or before dates specified in Recreation Plan.
A-8 c	Project shall be constructed in accordance with plans and specifications approved by the State. Recreation Plan shall be amended, where necessary, to conform to approved plans and specifications.
A-8 d	Competitive bidding for items over $5,000 required.
A-8 f	Approval of State required for installation of any facility which affects recreation or fish enhancement use if not in the Contract.
A-12	Install premanent sign in recreation area including statement that recreational features were financed under Davis-Grunsky Act program administered by the Department of Water Resources. Installation to be accomplished before facilities are made available to the public. Design, size, etc. to be approved by the State.
A-13	Permanent directional signs shall be installed to provide adequate directions to the public for reaching the area. Signs shall be installed on major roads, including county roads, in the area and in as close proximity as possible to freeway exits. Signs shall be installed before the recreation facilities are made available to the public. Location, makeup, materials, etc. to be approved by State.
A-15	Any agreements with others which relate to the operation of the project for recreation or fish enhancement purposes or to operation of recreation facilities shall be subject to the Contract and shall be so provided in any such agreement.
A-16	Indemnify the State of California, Department of Water Resources, etc. and hold same free and harmless from any and all claims, etc. due or incident to design, construction, operation, etc. of the project.
A-25	Right to inspect and make copies of any books, records, or reports pertaining to this Contract or matters related hereto. Maintain and make available for inspection accurate records of all of its costs, disbursements, and receipts with respect to activities under this Contract.

A-28	All contract documents and any and all contractors relating to construction or operation of the Project shall contain a clause to the effect that there shall be no discrimination because of race, religion, color or national origin and that such provision shall include employment, upgrading, etc.
B-2	General recreational facilities to be constructed or provided; located as shown on Plate 1 of the Davis-Grunsky Contract.
B-3	Water and sanitary facilities to be provided; located as shown on Plate 3 of the Davis-Grunsky Contract.
B-4	Recreation Facilities required by this contract shall meet the requirements of this section.
B-5	Fish enhancement facilities to be constructed or provided.
B-6	Landscaping shall be completed as shown on Plate 2 of the Davis-Grunsky Contract.
2 *	Requirement that 12" water transmission system and booster pump be completed by July 1, 1981.
6 *	Recreational facilities, water and sanitary facilities and fish enhancement facilities shall be completed by July 1, 1981.

*Amendment A1

EXHIBIT 5-B

EXHIBIT 5-C

WATER DISTRICT DUTIES AND OBLIGATIONS UNDER DAVIS-GRUNSKY CONTRACT

Contract Section Number	Synopsis of Section Requirements
4a and A-5	Disposition of grant funds and establishment of Davis-Grunsky General Account and Davis-Grunsky Recreation Account.
A-3 b	Grantee shall submit requests for disbursement together with detailed statements of construction costs paid on forms approved by the State. Separate statements shall be submitted for each grant.
A-9	Provide written construction reports to the State.
A-14	Notify the State of final inspection pursuant to each construction contract at least ten days prior to date for such inspection.
A-15	Any agreements with others which relate to the operation of the Project for recreation or fish enhancement purposes or to operation of recreation facilities shall be subject to the Contract and shall be so provided in any such agreement.
A-25	Right to inspect and make copies of any books, records, or reports pertaining to this Contract or matters related hereto. Maintain and make available for inspection accurate records of all of its costs, disbursements, and receipts with respect to activities under this Contract.
A-28	All contract documents and any and all contractors relating to construction or operation of the Project shall contain a clause to the effect that there shall be no discrimination because of race, religion, color or national origin and that such provision shall include employment, upgrading, etc.

Contract No. D-GGR32

EXHIBIT 5-D

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

CONTRACT BETWEEN STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT FOR RECREATION AND FISH ENHANCEMENT GRANTS UNDER THE DAVIS-GRUNSKY ACT

SBVMWD LEGAL
DOCUMENT 00566

Contract No. D-GGR32

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

DAVIS-GRUNSKY ACT GRANT CONTRACT
between
STATE OF CALIFORNIA
and
SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

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EXHIBIT A

GENERAL TERMS AND CONDITIONS

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EXHIBIT B

RECREATION PLAN

YUCAIPA DAM AND RESERVOIR PROJECT
YUCAIPA REGIONAL PARK

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Contract No. D-GGR32

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

DAVIS-GRUNSKY ACT GRANT CONTRACT
between
STATE OF CALIFORNIA
and
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

The State of California, acting by and through its Department of Water Resources, ("State") and the San Bernardino Valley Municipal Water District ("Grantee") agree as follows:

1. INCORPORATION OF GENERAL TERMS AND CONDITIONS, RECREATION PLAN, AND PLATES

This Contract incorporates Exhibit A, "Davis-Grunsky Act Grant Contract General Terms and Conditions", dated August 26, 1975, Exhibit B, "Recreation Plan, Yucaipa Dam and Reservoir Project", and Plates 1, 2, and 3.

2. GRANTS

The State will make the following grants to the Grantee in accordance with the terms and conditions of this Contract:

a. Fish Enhancement Grant

A Fish Enhancement Grant of three hundred forty five thousand dollars ($345,000), or five and six-tenths percent (5.6%) of the construction cost of the Project, whichever shall be less.

b. Recreation Grant

A Recreation Grant of one million, nine hundred sixty eight thousand dollars ($1,968,000), or fifty percent (50%) of the actual construction cost of the three Yucaipa Dams and Reservoirs, whichever shall be less.

c. Water and Sanitary Grant

A Water and Sanitary Grant of five hundred seventy eight thousand dollars ($578,000) or the construction cost of the Water and Sanitary Facilities, whichever shall be less; provided, that such grant shall not exceed one-fourth of the total amount granted under subdivisions a and b of this article.

3. TERM OF CONTRACT

Subject to the provisions for earlier termination, this Contract shall remain in effect until December 31, 2027, except that if the date of completion of the Project is later than December 31, 1977, the Contract shall remain in effect for fifty years from such date of completion.

4. SPECIAL PROVISIONS

a. Disposition of Grants

The first one hundred thousand dollars ($100,000) disbursed to the Grantee from the Fish Enhancement Grant shall be placed in the Davis-Grunsky Recreation Account and the balance disbursed from such grant shall be placed in the Davis-Grunsky General Account. The first nine hundred thousand dollars ($900,000)

disbursed to the Grantee from the Recreation Grant shall be placed in the Davis-Grunsky Recreation Account and the balance disbursed from such grant shall be placed in the Davis-Grunsky General Account. In the State's judgment, the money required by this Article to be placed in the Davis-Grunsky Recreation Account will not be needed for the construction cost of the Dams and Reservoirs or other Project facilities other than the Recreation Facilities.

b. Withholding of Portion of Grants Pending Completion of Recreation Facilities

No more than 90 percent of the maximum dollar amount of any grant will be disbursed prior to the substantial and satisfactory completion of the Recreation Facilities. Upon completion of the Recreation Facilities, the State shall disburse to the Grantee any grant amounts in excess of 90 percent of the maximum dollar amount of a grant which are properly payable pursuant to cost statements previously submitted by the Grantee.

c. Withholding of Portion of Recreation Grant Pending Completion of the 12" Water Supply Transmission System

The State shall withhold one hundred thousand dollars ($100,000) from the Recreation Grant pending completion of the 12" water transmission system shown on Plate 3, which is to be completed by December 31, 1977.

d. Additional Condition Precedent to Disbursement of Grants

In addition to the conditions precedent to disbursement set forth in Article A-3a., the State shall have no

obligation to disburse money under this contract unless and until the Grantee has obtained all required licenses, permits or other entitlements from appropriate state or local public health authorities having jurisdiction over the Project which, by their terms, assure that substantially all the water surface of the reservoirs will be available for fishing and recreation.

e. Written Determination on Satisfaction of Conditions Precedent

The Grantee, may request from the State a written determination stating whether or not any or all of the conditions precedent to the State's obligation to disburse money under this Contract have been satisfied. The State shall make such a determination within 45 days of receipt of such a request. In the event that no such determination is made within such time, the conditions on which such a determination was requested shall be deemed to be satisfied.

f. Termination of Contract for Failure to Demonstrate Adequate Financing and to Commence Construction of Recreation Facilities

In addition to the provision for termination contained in Article A-4, this Contract shall terminate three years from its date unless the Grantee has before such date (1) demonstrated the availability of sufficient funds to complete construction of the Project, and (2) commenced construction of the Recreation Facilities.

g. Recission of Prior Contract

This Contract recinds and supersedes all of the provisions of Contract No. D-GGR29 between the parties hereto dated May 31, 1973.

h. Operation of Recreation Facilities by County of San Bernardino

It is mutually understood that, subject to the terms of this Contract, the Grantee may contract for operation of the Recreation Facilities with the County of San Bernardino. Such operation by the County shall not relieve the Grantee of any obligations or responsibilities to the State under this Contract.

DATED: 11-25-75

Approved as to Legal Form and Sufficiency

By _____
Chief Counsel
Department of Water Resources

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By _____
Director
Address: P. O. Box 388
Sacramento, CA 95802

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By _____
Title: General Manager
Address: P. O. Box 5906
San Bernardino, CA 92412

EXHIBIT A

August 26, 1975

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

DAVIS-GRUNSKY ACT GRANT CONTRACT

GENERAL TERMS AND CONDITIONS

A-1. DEFINITIONS

When used in the Contract the following terms shall have the meanings set forth below, unless the context clearly requires another meaning.

a. "Contract" means the contract to which these general terms and conditions are appended.

b. "Dam and Reservoir" means a dam and reservoir of the Project for which a grant is made by the Contract. The Recreation Plan may further define any Dam and Reservoir.

c. "First Stage Recreation Facilities" means that part of the Recreation Facilities designated as such by the Recreation Plan in cases where the Recreation Facilities are to be constructed in stages. Generally, in such cases, the First Stage Recreation Facilities will consist of those Recreation Facilities required to be completed when the Project is first made available for public recreational use.

d. "Fish Enhancement Grant" means a grant provided pursuant to Water Code Section 12884.2(a) to finance part of the construction cost of a Project in consideration of fish and wildlife enhancement benefits to be provided by such Project.

e. "Future Stage Recreation Facilities" means that part of the Recreation Facilities designated as such by the Recreation Plan in cases where the Recreation Facilities are to be constructed in stages. Generally, in such cases, the Future Stage Recreation Facilities will consist of those Recreation Facilities not required to be completed until after the Project is first made available for public recreational use. The Future Stage Recreation Facilities may be divided into two or more stages.

f. "Grant Percentage" means the maximum portion of the construction cost of the Project or a Dam and Reservoir, respectively, to be provided by a grant, as stated in the Contract.

g. "Project" means the project described in the feasibility report entitled "Amendment to Feasibility Study and Report for Yucaipa Dam and Reservoir Project and Yucaipa Regional Park" dated October, 1974, filed by the grantee in support of the Grantee's application for a grant, or any modification of or addendum to such report. The Recreation Plan may further define the Project and any such definition in the Recreation Plan shall control over the description in the feasibility report.

h. "Quarter" means a three-month period beginning January 1, April 1, July 1, or October 1.

i. "Recreation Facilities" means the facilities and features of the Project designated as such by the Recreation Plan. Generally, the Recreation Facilities will consist of those facilities and features of the Project required to be constructed or provided for the recreational use of the Project or for the enhancement of fish and wildlife.

j. "Recreation Grant" means a grant provided pursuant to Water Code Section 12884.2(b) to finance part of the

construction cost of a Dam and Reservoir in consideration of recreation benefits to be provided by such Dam and Reservoir.

k. "Recreation Plan" means Exhibit B to the Contract, which is so entitled.

l. "Recreation Project Boundary" means the boundary so designated on the plates.

m. "Water and Sanitary Facilities" means that part of the First Stage Recreation Facilities designated as such by the Recreation Plan. Generally, the Water and Sanitary Facilities will consist of the water supply and sanitary facilities which are needed for initial public recreational use of a Dam and Reservoir.

n. "Water and Sanitary Grant" means a grant provided pursuant to Water Code Section 12884.2(c) to finance the construction of Water and Sanitary Facilities.

A-2. COURT VALIDATION OF CONTRACT

Promptly after the execution of the Contract, the Grantee shall submit the Contract to a court of competent jurisdiction for a determination of its validity. The Grantee shall diligently prosecute such action to final judgment, including any appeal. The Contract shall be indivisible for purposes of validation and shall not be binding on the State or the Grantee unless validated by a final judgment, upon which no appeal is pending, in all of its terms and conditions.

A-3. DISBURSEMENT OF GRANTS

a. Conditions Precedent

The State shall have no obligation to disburse money under the Contract unless and until:

1. The Grantee obtains a final decree confirming the validity of the Contract as required by Article A-2.

2. The Grantee submits to the State a schedule on a form approved by the State showing the estimated costs of constructing the Project and the schedule of work on the Project.

3. The State approves detailed plans and specifications for the Recreation Facilities, any Dam and Reservoir, and any other work or feature of the Project which may affect the use of the Project for recreation or fish and wildlife enhancement.

4. The major construction contract for the Project has been awarded and the Grantee demonstrates the availability of sufficient funds to complete construction of the Project.

5. The Grantee demonstrates that it has the water rights necessary to operate the Project.

6. The grantee submits to the State a preliminary operation plan setting forth adequate preliminary arrangements for financing and staffing the operation and maintenance of the Recreation Facilities.

7. The Grantee demonstrates that it has made adequate arrangements for supervision of the construction of the Project.

b. Disbursement Procedure

The grants provided for in the Contract shall be disbursed in the following manner. The Grantee shall submit to the State requests for disbursement together with detailed statements of construction costs paid prior to the date of a request. Such requests and statements shall be submitted on forms approved by the State. Separate statements shall be submitted for each grant.

A request for disbursement of a Fish Enhancement Grant shall be accompanied by a statement of the construction costs of the Project. A request for disbursement of a Recreation Grant shall be accompanied by a statement of the construction costs of the Dam and Reservoir for which the grant is provided. A request for disbursement of a Water and Sanitary Grant shall be accompanied by a statement of the construction costs of the Water and Sanitary Facilities for which the grant is provided. The first such statements shall show costs paid during the period prior to the date upon which the conditions stated in subdivision a. of this article are met. Subsequent statements may be submitted after each subsequent Quarter and shall show the costs paid in such Quarter. The State shall disburse an amount equal to the costs shown in a statement for Water and Sanitary Facilities up to 25 percent of the amounts disbursed for the Fish Enhancement grant and the Recreation grant as defined in Article 2.c.;

provided, that the State may refuse to reimburse any part of costs which are not reasonable in amount, and necessarily and properly incurred for the construction of the works for which the grant is provided. The State may withhold disbursement of grants upon any substantial noncompliance by the Grantee with the Contract. In The event that amounts greater than that payable under the terms of the Contract are paid to the Grantee, the Grantee shall promptly repay the excess amount to the State.

c. Advance Disbursement

In lieu of disbursements under subdivision b. of this article in reimbursement for costs paid by the Grantee, the State

may make disbursements to the Grantee to pay construction costs in advance of the payment by the Grantee of such costs. Such advance disbursements shall be entirely within the discretion of the State and shall be made only upon a determination by the State that the Grantee requires such advance disbursement to commence or proceed with construction. The Grantee shall make a written request for any advance disbursement, which request shall be on forms approved by the State and shall specify the items of cost for which such advance disbursement is requested. Advance disbursements shall be used only for costs due and payable during the next succeeding quarter. Advance disbursements shall be used only to pay the costs for which an advance disbursement was made unless the State approves the payment of other costs with such money. All advance disbursements shall be separately accounted for and any interest earned by the Grantee on an advance disbursement shall be considered State money disbursed to the Grantee out of the grant.

d. Eligible Construction Costs

Grant money shall be disbursed only to reimburse or pay portions of those construction costs which are reasonable in amount and necessarily and properly incurred for the construction of the works for which the grant is provided. Such costs may include payments to construction contractors, costs of force account work where necessary and proper, costs of land acquisition, interest during construction, and reasonable payments for legal, engineering and other professional services. No legal or administrative costs incurred for the purpose of securing

Davis-Grunsky Act grants shall be reimbursed or paid from grant money. The reasonable cost of acquiring lands located above the high waterline of a Reservoir which is necessary or desirable for public recreation in connection with the Reservoir shall be treated as a construction cost of the Dam and Reservoir. No land acquisition costs shall be included as a construction cost of the Water and Sanitary Facilities, unless otherwise specified in the Recreation Plan.

A-4. TERMINATION ON FAILURE TO MEET DISBURSEMENT CONDITIONS

The Contract shall terminate three years from its date if the Grantee does not meet all the conditions precedent to disbursement set forth in Article A-3.a. within such period; provided, that said date for termination may be extended upon written approval of the State.

A-5. DISPOSITION OF GRANT FUNDS

a. Establishment of Accounts

The Grantee shall establish and maintain separate accounts entitled "Davis-Grunsky General Account" and "Davis-Grunsky Recreation Account". In the event the Grantee receives advance disbursements pursuant to Article A-3c., the Grantee shall also establish and maintain a "Davis-Grunsky Advances Account". Such accounts shall be maintained separate from all other accounts of the Grantee and the Grantee shall keep complete and accurate records of the expenditures from such accounts. The money in such accounts shall be prudently invested and all interest earned shall be credited to the same account as the principal amount.

b. Placement of Money in Accounts

Money disbursed to the Grantee from a Fish Enhancement Grant or a Recreation Grant (other than advance disbursement) shall be placed in the Davis-Grunsky General Account or in the Davis-Grunsky Recreation Account in the proportions or amounts specified in Article 4, "Special Provisions". Money disbursed to the Grantee from a Water and Sanitary Grant (other than advance disbursement) shall be placed in the Davis-Grunsky Recreation Account. Money disbursed to the Grantee from any grant as an advance disbursement shall be placed in the Davis-Grunsky Advances Account.

c. Withdrawal of Money from Accounts

Money in the Davis-Grunsky General Account shall be withdrawn only to pay necessary and proper construction costs of the Project. Money in the Davis-Grunsky Recreation Account shall be withdrawn only to pay necessary and proper construction costs of the Recreation Facilities, and if the Recreation Plan provides for staging of the Recreation Facilities such money shall be withdrawn only to pay such cost of the First Stage Recreation Facilities. Upon the completion of such Recreation Facilities, any balance in the Davis-Grunsky Recreation Account may be transferred to the Davis-Grunsky General Account and upon the completion of the Project with the exception of the Future Stage Recreation Facilities, if any, any balance in either account may be withdrawn by the Grantee for other proper purposes of the Grantee. Notwithstanding the above, the Grantee may at any time withdraw money from the Davis-Grunsky General Account or the Davis-Grunsky

Recreation Account for any proper purpose of the Grantee upon the written determination of the State that there will be sufficient money, in the account or otherwise available following such withdrawal to pay the remaining construction costs of the Project (other than the Future Stage Recreation Facilities, if any), or the Recreation Facilities, respectively, and to meet any other requirements imposed by the Contract.

A-6. OBLIGATION TO TAX FOR RECREATION

a. Obligation to Tax

If the Grantee fails to raise sufficient funds by other means, its governing body shall levy or cause to be levied upon all property of the Grantee not exempt from taxation or assessment, taxes or assessments sufficient to pay the costs of constructing, operating, and maintaining the Recreation Facilities and the Project for recreational and fish enhancement purposes, in accordance with the Contract.

b. Enforcement by Public Officers

Taxes or assessments levied or caused to be levied by the governing body of the Grantee pursuant to subdivision a. of this article shall be enforced and collected by all officers of the Grantee or other public officials charged with the duty of enforcing and collecting taxes or assessments levied or caused to be levied by the Grantee.

c. Legal Action by State

In the event of failure, neglect or refusal of any officer of the Grantee or other public official to levy or cause

to be levied any tax or assessment pursuant to subdivision a. of this article, or to enforce or collect the tax or assessment, the State may take such action in a court of competent jurisdiction as it deems necessary to compel the performance in their proper sequence of all such duties. Action taken pursuant hereto shall not deprive the State of, or limit, any other remedy provided by the Contract or by law.

A-7. CONSTRUCTION OF RECREATION FACILITIES

The Grantee shall construct or cause to be constructed the Recreation Facilities as described in the Recreation Plan. Such facilities shall be designed and constructed to standards adequate to protect the health, safety, and welfare of the public in consideration of the type and amount of proposed recreational use of such facilities; provided that, unless otherwise specified in the Recreation Plan, such facilities shall be at least equal in quantity, size, location, quality of construction and other characteristics to those facilities shown and described in the report of the Department of Water Resources entitled "Typical Recreation Facilities Under the Davis-Grunsky Act" and dated October 1966, and the report of the Department of Water Resources entitled "Standards for Construction of Onshore Recreation Facilities Under the Davis-Grunsky Act" and dated January 1971.

A-8. TIMING, MANNER, AND STANDARDS OF CONSTRUCTION

a. General Construction Standards

The Grantee shall cause the Project to be constructed in a diligent, efficient and economical manner and in compliance

with all applicable provisions of law. The Grantee shall arrange for qualified personnel to supervise such construction.

b. Completion Dates

Construction of the Project and the Recreation Facilities shall be completed and the Project and Recreation Facilities shall be available for public use on or before the dates specified in the Recreation Plan; provided that any of such dates may be deferred upon the written approval of the State. For the purposes of the Contract, construction of the Project or any part or stage of the Project shall be considered to be completed when so determined by the State, and the State shall give the Grantee prompt written notice of such determination.

c. Construction Pursuant to Plans and Specifications

The Project shall be constructed in accordance with plans and specifications approved by the State, or any revisions thereof approved by the State. In the event of any difference between facilities as described in plans and specifications approved by the State and such facilities as described in the Recreation Plan, the approved plans and specifications shall govern. It is the intention of the parties that the Recreation Plan shall be amended, where necessary, to conform to the approved plans and specifications.

d. Competitive Bidding Procedure

Any contract awarded for the construction of the Project, or any part thereof, which is in excess of $5,000 or the amount set forth in any competitive bidding stature applicable to

the Grantee, whichever is less, shall be awarded by competitive bid procedures which assure award of the contract to the lowest responsible bidder, except as may be otherwise authorized in writing by the State.

e. Land Acquisition

The Grantee shall acquire all land within the Recreation Project Boundary in fee unless acquisition of a lesser interest is approved in writing by the State. The Grantee shall retain ownership of such land during the term of the Contract and shall not transfer, during such term, any rights in such land without the prior written approval of the State. The Grantee shall acquire land by following procedures customarily followed by responsible public agencies to acquire land at reasonable cost.

f. Installation of Other Facilities

The installation within the Recreation Project Boundary of any facility which affects the recreational or fish enhancement uses of the Project and which is not described in the Contract shall be subject to the prior written approval of the State. This subdivision shall not apply to the Dam or to any modifications thereof or additions thereto, nor shall it be construed as a waiver of any other provision of the Contract.

A-9. CONSTRUCTION REPORTS

For each quarter after funds have been disbursed to the Grantee under the Contract and until construction of the Project (other than the Future Stage Recreation Facilities, if any) has been completed, the Grantee shall furnish a written report on

construction progress and expenditures to the State, on a form approved by the State. Such reports may be combined with the requests for disbursement required by Article A-3.b. Such reports shall contain:

1. A record of expenditures of money disbursed to the Grantee under the Contract, segregated as to account and showing in adequate detail the purpose of such expenditure.

2. The balances, in the several accounts and funds, of money subject to the Contract.

3. A description of the progress of construction of the Project.

The State may also request reports on construction progress of the Project from time to time prior to the first disbursement of funds under the Contract. The Grantee shall furnish such a report in writing to the State within 30 days of the date it receives such a request.

A-10. OPERATION OF PROJECT

a. Operation and Maintenance

The Grantee shall cause the Project to be operated for recreation and fish enhancement purposes in an efficient manner and in accordance with the Recreation Plan and shall cause the Project, Recreation Facilities and recreation area to be maintained at all times in a safe, clean and attractive condition.

b. Availability to Public

The Grantee shall cause the entire area within the Recreation Project Boundary, except areas exempted by the

Recreation Plan, [redacted]be available to the gener[redacted]public for recreational use.

c. Fees for Recreation Use

Fees for recreation use of the Project shall not exceed those set forth in the Recreation Plan and the same fees shall be charged to all members of the general public for such usage. Upon the written approval of the State, the fees may be changed from time to time based on the following conditions in connection with the recreation facilities: (1) fees having currently charged in the general area for similar services; (2) reasonable operation and maintenance expenses of the Grantee; and (3) compensation for any additional services that may be provided.

In the event that the grantee requests such a change in the fee schedule, the State shall make a determination of its approval or disapproval within 45 days of submittal of the request. In the event that no such determination is made within such time, the requested change shall be deemed to be approved.

d. Compliance with Public Health and Safety Laws

The Grantee shall cause the Project, the Recreation Facilities, and the area within the recreation area boundary to be operated in compliance with all laws, regulations, orders, and other lawful directives of the State of California and of local agencies pertaining to public health and safety that are from time to time applicable to such operation.

A-11. REPORTS ON RECREATION OPERATION

On or before the first April 1 (or other mutually agreeable date) after public use of the First Stage Recreation Facilities begins, and on or before each April 1 (or other mutually agreeable

date) thereafter, the Grantee shall furnish or cause to be furnished to the State a written report on the recreational operation of the Project during the preceding calendar (or other agreed upon) year, which report shall include the following:

1. An analysis of the adequacy of the existing Recreation Facilities to meet the recreational demand.

2. A statement of the total recreational use of the Project, with a calculation of use by facilities and recreation area, by recreational activity and by area of residence of the user.

3. A statement of expenditures made for the operation and maintenance of the Project for recreation and fish enhancement and a statement of the revenues collected from the operation of the Project for recreation and fish enhancement.

4. A report of the operation of any Dam and Reservoir of the Project, including information on monthly Reservoir outflow and end-of-month Reservoir storage.

A-12. SIGN REFERRING TO DAVIS-GRUNSKY FINANCING

The Grantee shall cause a permanent sign to be installed in the recreation area which shall include a statement that the recreation features of the Project were financed under the Davis-Grunsky Act program administered by the California Department of Water Resources. The sign may contain additional statements which recognize the participation of other government agencies in the Project. The sign shall be installed before the Recreation Facilities are made available to the public. The location and makeup of the sign, including the dimensions, materials and lettering, shall be as approved by the State.

A-13. DIRECTIONAL SIGNS

The Grantee shall cause permanent directional signs to be installed so as to provide adequate directions to the public for reaching the Project area. The signs shall be installed on major roads, including county roads, in the area and in as close proximity as possible to freeway exits. They shall be installed before the Recreation Facilities are made available to the public. The locations and the makeup of the signs, including the dimensions, materials, and lettering, shall be as approved by the State.

A-14. INSPECTION OF PROJECT BY STATE

The State shall have the right to inspect the work being performed and the facilities being constructed at any time during the construction of the Project, and the operation and maintenance of the Project at any time after completion. The Grantee shall notify the State of the final inspection of Project facilities by the Grantee pursuant to each construction contract at least ten days prior to the date for such inspection.

A-15. OTHER CONTRACTS CONCERNING OPERATION

Any agreement which the Grantee may enter into with others which relates directly or indirectly to the operation of the Project for recreation or fish enhancement purposes or to the operation of the Recreation Facilities shall be subject to the Contract and the Grantee shall so provide in any such agreement.

A-16. STATE TO BE HELD HARMLESS FROM PROJECT DAMAGE

The Grantee agrees to indemnify the State of California, the Department of Water Resources, and their officers, agents,

and employees against, and to hold the same free and harmless from, any and all claims, demands, losses, costs, expenses, or liability due or incident to, either in whole or in part and whether directly or indirectly, the design, construction, operation, repair, maintenance, existence, or failure of the Project or of any of the works or facilities of the Project.

A-17. REMEDIES NOT EXCLUSIVE

The use by either the State or the Grantee of any remedy specified in the Contract for the enforcement of the Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

A-18. AMENDMENTS

The contract may be amended at any time by mutual agreement of the State and the Grantee.

A-19. OPINIONS AND DETERMINATIONS

Where the terms of the Contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either the State or the Grantee, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

A-20. CONTRACTING OFFICER OF THE STATE

The contracting officer of the State shall be the Director of the Department of Water Resources of the State of California and his

successors, or their duly authorized representatives. The contracting officer shall be responsible for all discretionary acts, opinions, judgments, approvals, reviews, and determinations required of the State under the terms of the Contract.

A-21. SUCCESSORS AND ASSIGNS OBLIGATED

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

A-22. ASSIGNMENT

No assignment or transfer of this Contract or any part hereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.

A-23. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this Contract. Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Contract, shall not be deemed to be a waiver with respect to any other default or matter.

A-24. NOTICES

All notices that are required either expressly or by implication to be given by one party to the other under this Contract shall be signed for the State by its contracting officer and for the Grantee by such officers as it may, from time to time,

authorize in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed envelope, postage prepaid, and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown on the signature page of the Contract.

A-25. INSPECTION OF BOOKS, RECORDS, AND REPORTS

During regular office hours, each of the parties or 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 hereto. Each of the parties shall maintain and make available for such inspection accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Contract.

A-26. GRANTS SUBJECT TO AVAILABILITY OF FUNDS

The obligation of the State to provide grant funds under this Contract shall be subject to the availability of funds.

A-27. CONTRACT NOT TO AFFECT STATE SUPERVISION OF DAMS JURISDICTION

The provisions of this Contract shall not affect in any way the powers, duties, and jurisdiction of the State under the provisions of Part 1 of Division 3 of the Water Code, pertaining to supervision of dams.

A-28. NONDISCRIMINATION PROVISION

All contract documents between the Grantee and any and all contractors relating to the construction or operation of the

Project shall contain a clause to the effect that there shall be no discrimination against any employee who is employed in the work covered by such contract or against any applicant for such employment because of race, religion, color or national origin and that such provisions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

EXHIBIT B

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

RECREATION PLAN

YUCAIPA DAM AND RESERVOIR PROJECT

YUCAIPA REGIONAL PARK

B-1. TERMINOLOGY AND DEFINITIONS

The following provisions are supplementary to those contained in Article A-1 of the General Terms and Conditions:

a. The Project includes the following:

1. Yucaipa Dams and Reservoirs.

2. Water transmission facilities necessary to fill the reservoirs.

3. The recreation, fish enhancement and initial water supply and sanitary facilities.

b. Yucaipa Dams and Reservoirs shall be deemed to include the following:

1. Three dams and reservoirs as shown on Plate 1.

2. A bypass spillway, diversion dike, and energy dissipator as shown on Plate 1 (capacity 4,000 second foot).

3. The water transmission system as shown on Plate 3.

4. Water necessary for initial filling of the reservoirs.

c. The Recreation Facilities consist of the facilities and features described in Articles B-2, B-3, B-4, and B-5.

d. The Water and Sanitary Facilities consist of that portion of the facilities described in Article B-3 which are needed for the initial public recreational use of Yucaipa Dams and Reservoirs.

B-2. GENERAL RECREATION FACILITIES
TO BE CONSTRUCTED BY THE YEAR 1977

The following general recreational facilities shall be constructed or provided at Yucaipa Reservoir by December 31, 1977, provided, that said date for completion may be extended upon written approval of the State. They shall be located as shown on Plate 1.

a. Family Picnic Area No. 1 which shall include:

1. At least 20 picnic tables.

2. At least two drinking fountain/hose bibb combinations.

b. Family Picnic Area No. 2 which shall include:

1. At least 41 picnic tables.

2. At least four drinking fountain/hose bibb combinations.

c. Family Picnic Area No. 3 which shall include:

1. At least 20 picnic tables.

2. At least two drinking fountain/hose bibb combinations.

d. Family Picnic Area No. 4 which shall include:

1. At least 42 picnic tables.

2. At least four drinking fountain/hose bibb combinations.

e. Group Picnic Area which shall include:

1. At least one Group Picnic Unit.

2. At least three drinking fountain/hose bibb combinations.

f. Group Camp Area which shall include:

1. At least 9 Group Camp Units.

2. At least 18 drinking fountain/hose bibb combinations.

g. Family Camp Area which shall include:

1. At least 26 Family Camp Units.

2. At least 7 hose bibbs.

h. Beach Area and Swimming Area. The beach and swimming areas (2.5 acres) shall include adequate facilities needed for the enjoyment and safety of the general public.

i. A boathouse of adequate size and construction which shall include a refreshment stand, a boat rental office, and an area to repair and store boats.

j. Fifty Picnic Shelters.

k. Boat docks sized to accommodate at least 10 boats on Reservoir No. 1 and at least 70 boats on Reservoir No. 2.

l. Four fish cleaning facilities, the location of which are shown on Plate No. 3.

1. At least 80 boats, 10 for fishing, and 70 for recreation.

m. An entrance station which shall include:

1. entrance station.

2. A paved parking area sized to accommodate at least 4 automobiles.

n. Paved access roads and soil-cement maintenance road.

o. Fourteen foot widening of Oak Glen Road for a distance of 300 feet to each side of the entrance station.

p. Paved parking areas sized to accommodate a total of 708 automobiles. The location of the parking areas and the number of spaces for each parking area shall be as shown on Plate 1.

B-3. WATER AND SANITARY FACILITIES TO BE CONSTRUCTED BY 1977

The following water and sanitary facilities shall be provided by December 31, 1977. They shall be located as shown on Plate 3.

a. Water Facilities

1. A well or wells capable of producing an adequate water supply to serve the total area of water use.

2. Water transmission lines of adequate capacity for domestic, irrigation, and fire uses extending from the well on Bryant Street operated by the Yucaipa Valley County Water District, as shown on Plate 3.

3. At least 12, 2-inch wharf-type fire hydrants spaced no more than 1,000 feet apart.

4. Such fixtures, water distribution lines, risers, hose bibbs, drinking fountains, and other items of adequate capacity as are necessary to adequately serve the areas of water use.

b. Sanitary Facilities

1. Seven Type I restrooms.

2. Three Type II restrooms.

3. Two Type III restrooms.

4. A sanitary dump station (Camper Holding Tank Disposal) to serve self-contained travel trailers and pickup campers.

5. Main sewerlines, lift stations, connecting laterals, and other items as are necessary to convey sewage to the Grantee's sewage treatment facilities.

6. An extended aeration treatment plant rated at 100,000 gallons per day.

7. Sufficient trash disposal facilities at appropriate locations.

B-4. GENERAL RECREATION FACILITIES SPECIFICATIONS

Recreation Facilities required by this contract shall meet the following requirements:

a. Family Picnic Unit. There shall be no more than 10 family picnic tables in an acre. They shall be located in units of four tables. Each such unit shall be spaced at a minimum of 50 feet apart, and placed so as to give the users thereof ready access to appropriate water supply and sanitary facilities. Each family picnic unit shall be no more than 400 feet from a restroom. Each family picnic unit shall be within 300 feet walking distance from a drinking fountain. There shall be two barbeque grills mounted so that each grill rotates for use of two tables. Each family picnic unit shall have the following:

1. Four table-bench combinations, with the table surface at least 3 feet by 7 feet.

2. A level and cleared area of at least 225 square feet, with a concrete base of at least 144 square feet, with a minimum dimension of at least 10 feet.

3. Parking.

4. One garbage can.

b. Group Picnic Unit. The Group Picnic Unit shall contain facilities designed to accommodate 125 persons and shall include twenty-one 3 feet by 7 feet table-bench combinations, large fire ring, barbeque stoves, barbeque pit, kitchen shelter, serving counter, and four garbage cans. The Group Picnic Unit shall contain a Type II restroom located so as to give ready access to the users thereof. The Group Picnic Unit shall include a paved parking area sized to accommodate at least 45 automobiles.

c. Family Camping Unit. Each Family Camp Unit shall include a picnic table, camp stove, cleared level space for tent, trailer or camper, and paved parking area for a car. The Family Camp Unit shall include a cleared area of at least 750 square feet, of which at least 275 square feet shall be level space for a tent, travel trailer or pickup camper, and at least 225 square feet shall be leveled for the table and stove. The area shall be treated with a dust palliative such as pea gravel, wood chips, or pine needles. The distance between units shall be a minimum of 100 feet. One hose bibb or hose bibb/drinking fountain combination shall be provided for each 4 units.

1. Each Family Camp Unit shall provide at least one parking space or turnout. Seventy-five percent of the Family Camp Units shall have two or more parking spaces or turnouts.

d. Group Camp Area. The Group Camp Area shall include at least 9 Group Camp Units. Each unit shall include:

1. A 2-acre camp area.

2. Six tent sites.

3. Four picnic tables.

4. Three camp stoves.

5. One camp fire circle.

6. Two or more hose bibbs or hose bibb/drinking fountain combinations.

The Group Camp Units shall be located within the Group Camp Area, which shall consist of at least 18 acres. A paved parking area sized to accommodate at least 50 cars shall be provided.

e. Swimming and Beach Facilities. The swimming facilities will include:

1. Water of suitable quality standards as prescribed by state and local public health authorities.

2. An adequate sized filter plant and appurtenant facilities shall be provided for the swimming area to meet water quality standards for swimming.

3. The beach area shall have a layer of sand varying from 5 to 12 inches thick. Sand gradation shall be 100 percent passing the No. 4 sieve and not more than 5 percent passing the No. 100 sieve.

4. Sand shall be provided to at least a water depth of 5 feet. Beach slopes above the high water line shall not exceed 20 percent.

5. Beach slopes under water shall not be less than 5 percent nor greater than 10 percent.

6. Dressing rooms and showers shall be provided at designated swimming areas.

7. Restrooms shall be located not more than 400 feet from the beach.

8. Automobile parking shall be provided within 400 feet of the beach.

9. Drinking fountains shall be provided within 300 feet of any part of the designated beach area.

10. Either lifeguard service is to be provided or signs erected stating "Warning - No Life Guard on Duty."

11. All signs necessary for the safety and welfare of recreationists using the swimming and wading areas shall be prominently marked and posted.

f. Handicapped Act. All facilities for the recreational activities specified must meet applicable requirements of The Handicapped Act (Chapter 7, Part 4, Division 5 of the Government Code).

g. Restrooms. The restrooms shall conform to the following specifications:

Restroom	Flush Type Toilets or Urinals	Wash Basin	Drinking Fountains
Type	(a)	(a)	(b)
I	2	1	1
II	3	1	1
III	4	2	1

(a) Each Sex (b) Outside Restroom

The restrooms shall be connected to a sewerline. They shall be conveniently located to the picnic areas, camping areas, and parking areas. They shall contain mercury vapor or incandescent lighting fixtures adequately protected from vandalism.

h. Fish Cleaning Facilities. Fish cleaning facilities shall be adequately sized and constructed to accommodate the needs of the fishing public. They shall be constructed adjacent to the restrooms as shown on Plate 3.

Each fish cleaning facility shall contain at least two hose bibbs and each shall be connected to a sewerline. They shall conform to the requirements of the San Bernardino County Department of Public Health.

i. Roads and Parking Areas. Roads and parking areas shall be constructed in accordance with the following criteria:

1. Access roads must meet or exceed the minimum road standards of San Bernardino County, considering the type and level of expected usage.

2. The minimum width of surfacing of single-lane access roads shall be 10 feet and for double-lane access roads shall be 20 feet.

3. Access roads shall be constructed of asphalt concrete pavement at least 2 inches thick placed on compacted rock aggregate base at least 6 inches thick.

4. The maintenance road as shown on Plate 1 shall be constructed of soil cement of suitable standards to avoid erosion.

5. Parking areas shall be appropriately graded and constructed of rock aggregate base at least 4 inches thick and asphalt concrete pavement at least 2 inches thick.

6. Perimeter barriers, which shall be no more than 20 inches above ground level, shall be installed, where appropriate, along access roads and parking areas to prevent driving and parking off the roadway.

7. Access roads shall have a minimum curvature radius of 80 feet.

8. Culverts at least 12 inches in diameter shall be installed where roads intercept natural drainage-discharge.

9. There shall be appropriate signs within the recreation areas to inform recreationists of, and encourage their compliance with, regulations for the use of roads, parking areas, restrooms, picnic areas, camping areas, swimming area, boating, and other recreation activities.

j. Electrical and Telephone Lines. All electrical and telephone lines within the recreation project boundaries shall be installed underground.

B-5. FISH ENHANCEMENT FACILITIES

The following fish enhancement facilities shall be constructed or provided by December 31, 1977.

a. Adequate fish shelters, hideaways, and spawning areas. Fish screens and barriers shall be installed at all reservoir inlets and outlets.

b. Spawning areas shall be composed of rock and reject concrete pipe or other suitable materials. Trails and other accesses to the lake shall be provided for fishing along the shoreline. These shall include facilities at specified locations for the physically handicapped.

c. The Grantee shall make available to the general public a trout and warmwater fishing program.

B-6. LANDSCAPING

The Grantee shall cause the Project to be landscaped as shown on Plate 2. Landscaping shall be completed by December 31, 1977, and shall include the following:

a. Shade trees acceptable to the State shall be planted so that within 20 years at least 75 percent of the ground area within the picnic and camp areas shall have a canopy of shade. At least 40 trees of at least 5-gallon size shall be planted per acre. Two such trees shall be planted at each picnic table unless specimen trees are planted as provided in Subdivision b. below. Any tree which does not grow satisfactorily shall be replaced.

b. Specimen trees shall be planted, or picnic shelters constructed, so that each picnic table shall be covered by at least 100 square feet of shade at the time the project is completed and open for operation.

c. Turf shall be planted in the picnic areas. A mixture of bluegrass fescues or other grasses acceptable to the State shall be used. A permanent underground sprinkler system adequate to irrigate the turf shall be installed.

d. The areas designated on Plate 2 as "intensive planting" shall be planted to shade trees, fruit and nut trees, flowering shrubs and other attractive plants. A permanent underground irrigation system shall be installed.

e. The areas designated as "natural planting" shall be planted to vegetation native to the area. These shall include trees and other attractive plants requiring little or no irrigation.

B-7. COMPLETION OF FACILITIES

The Grantee shall cause construction of the Dam and Reservoir to be completed and Reservoirs Nos. 1, 2, and 3 filled to elevations 2,575 feet, 2,615 feet, and 2,665 feet, respectively, by December 31, 1977. The Grantee shall cause the shade trees and landscaping to be planted by December 31, 1977. The Grantee shall cause construction of the Recreation Facilities to be completed and such facilities made available for public use by December 31, 1977. The Grantee shall cause construction of the 12-inch water transmission system, which is an outlet pipeline from the Reservoirs to be utilized to fulfill the emergency water supply requirements of the Project, to be completed by December 31, 1977.

B-8. OPERATION OF WATER SUPPLY AND RECREATION FACILITIES

a. For recreation the Reservoirs shall be operated at a total storage capacity of 219 acre-feet. Reservoir No. 1, Reservoir No. 2 and Reservoir No. 3 shall contain a minimum of 65 acre-feet, 120 acre-feet, and 34 acre-feet, respectively.

b. For emergency water supply purposes the minimum total storage capacity of 120 acre-feet will be maintained at all times. Water shall be drawn from the Reservoirs only at such time as the Yucaipa Service Area is unable to meet its water needs during emergencies from other available water sources.

c. A water supply emergency shall exist at such time as there has been a failure or shutdown of one or more of the major sources of supply to the Yucaipa Service Area. Minor or short-term shutdowns, lasting no more than four days, might be considered events such as failure of a major producing well during peak demand season, maintenance shutdown at the Devil Canyon Power Plant, maintenance shutdown on San Bernardino Valley Municipal Water District water transmission pipeline, or a major fire flow demand that directly affects the Yucaipa Service Area.

d. Major shutdowns or long-term failures are those that last four or more days. These shutdowns might be caused by major earthquakes, major failures of the Devil Canyon Power Plant or the Grantee's pipeline. Major or minor shutdowns must result from failures, regardless of their cause or location, that directly affect the Yucaipa Service Area.

e. Minor shutdowns for emergencies requiring the use of water from the Yucaipa Reservoirs shall be made at the discretion of the Grantee. Major shutdowns for emergencies shall be made only at such times as the Grantee has received the written approval of the Department of Water Resources.

f. In the event of a water supply emergency, no Reservoir level shall be drawn down to less than one-half the depth of the Reservoir during the term of this contract without the written approval of the Department of Water Resources.

g. The maximum storage elevation of each Reservoir shall be restored as soon as possible.

h. When necessary to utilize the Reservoirs for water supply purposes, water shall be drawn from Reservoir No. 1 and that Reservoir shall be closed to recreation. If the water supply emergency requires more water than available in Reservoir No. 1, Reservoirs No. 2 and No. 3 shall be utilized progressively for water supply purposes and closed to the public. Recreational facilities within the park not directly related to the use of the water shall remain open.

i. The area within the Recreation Project Boundary shall be open to the public every day of the year.

j. Warmwater fishing shall be made available on a daily basis from May 1 through September 30. For the remainder of the year, the warmwater fishery shall be open for fishing on weekends only.

k. Trout fishing shall be made available on a daily basis from April 15 through September 15. For the remainder of the year, trout fishing shall be available on weekends only.

l. Onshore recreational facilities shall be open to the general public on a daily basis throughout the year.

m. For the first five years of project operation the Grantee shall maintain a trout fishery by planting 26,600 pounds of catchable size trout annually at the rate of 1 pound per angler day. The trout shall be planted on a weekly basis on a demand schedule. From the sixth through the fifthieth year, 26,600 pounds of catchable size trout, or an amount determined by fishing demand, whichever is greater, shall be planted annually. The initial plant shall be made at least 3 days prior to the opening of trout season.

n. The Grantee shall maintain a warmwater fishery harvest in the amount of 225 pounds per surface acre of the reservoirs and shall do whatever is necessary to maintain this yield. If necessary, the District shall plant fish food, develop a compressed air injection system, maintain the quality of the water by circulation or replacement, and/or plant warm-water fish to maintain the harvest specified.

o. At least 3 percent of the trout planted shall weigh more than 2 pounds; at least 35 percent shall weigh more than 1 pound; and the remainder shall weigh at least 1/2 pound.

p. The trout which weigh 1 pound or more shall be 12 inches or longer in length. The size of each 1/2 pound trout shall vary from 9 to 12 inches.

q. The Grantee shall keep attendance figures as a guide for planning the following season's program.

r. The Grantee shall promptly replace fish or natural fish food sources lost as a result of an emergency drawdown or any other cause.

s. The Grantee shall operate water treatment facilities for the swimming area which shall include a pump, filter, chlorinator, and earth barrier to limit the volume of water requiring treatment. The top of the barrier shall be at least two feet below the maximum water surface elevation of the Reservoir.

t. Fees for recreation use.

Fees for recreation use of the Reservoir shall not exceed the following:

FEE SCHEDULE

Park entrance fee	$0.50 per vehicle plus $0.10 per person
Fishing permit for trout	$2.00 per day for adults $1.00 per day (under 14)
Fishing permit for warmwater	$1.00 per day for adults No charge (under 14)
Boat Rental	$1.00 per hour $5.00 per day
Overnight camping	$3.50 per site per night
Group picnicking	$5.00 per site per day plus direct charges for special services
Swimming	$0.50 per person
Family picnicking	No charge

v. The Grantee may prohibit public use of the spillway, dam faces, and the service area as shown on Plate 1.

PLATE 1

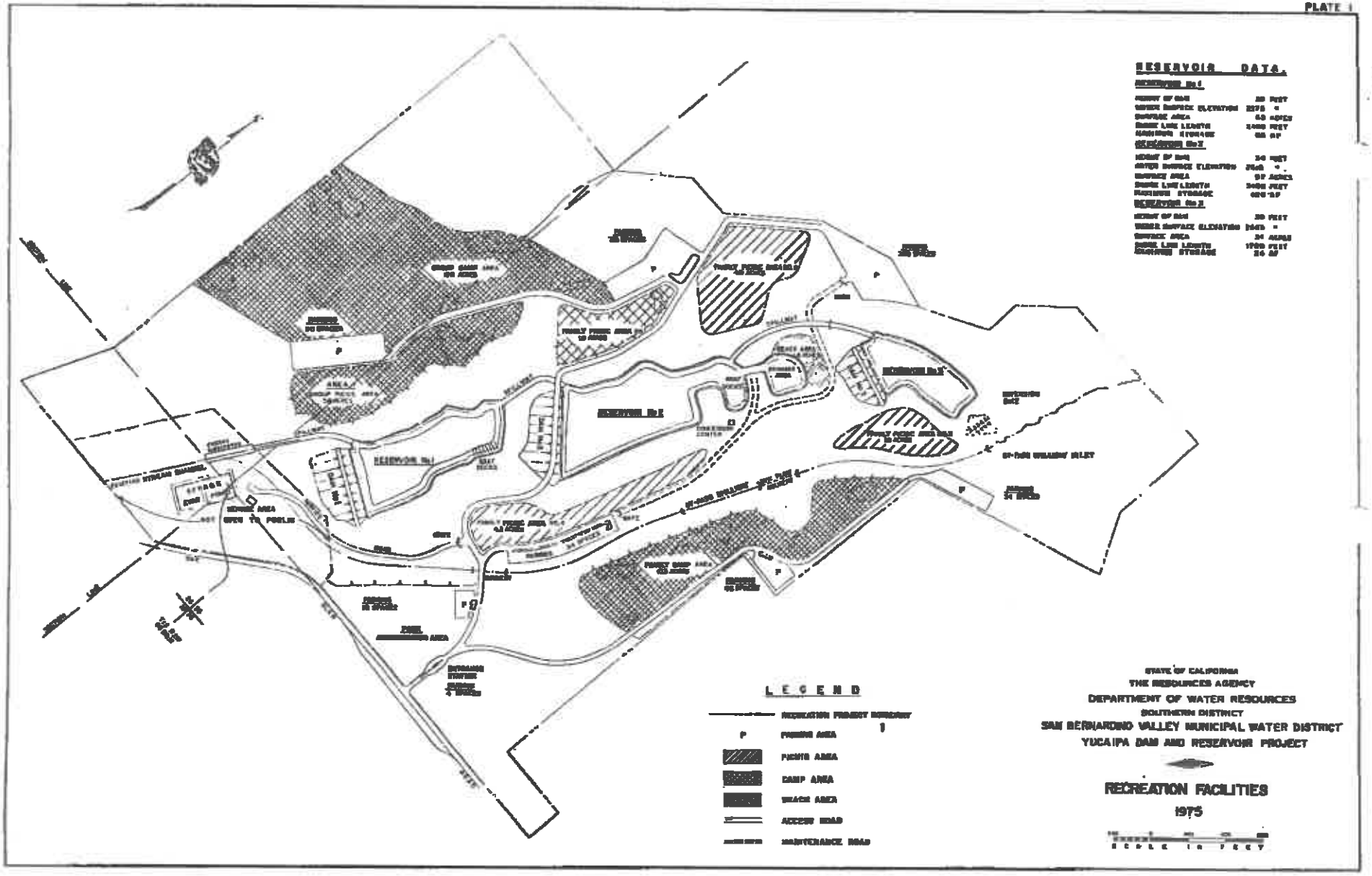
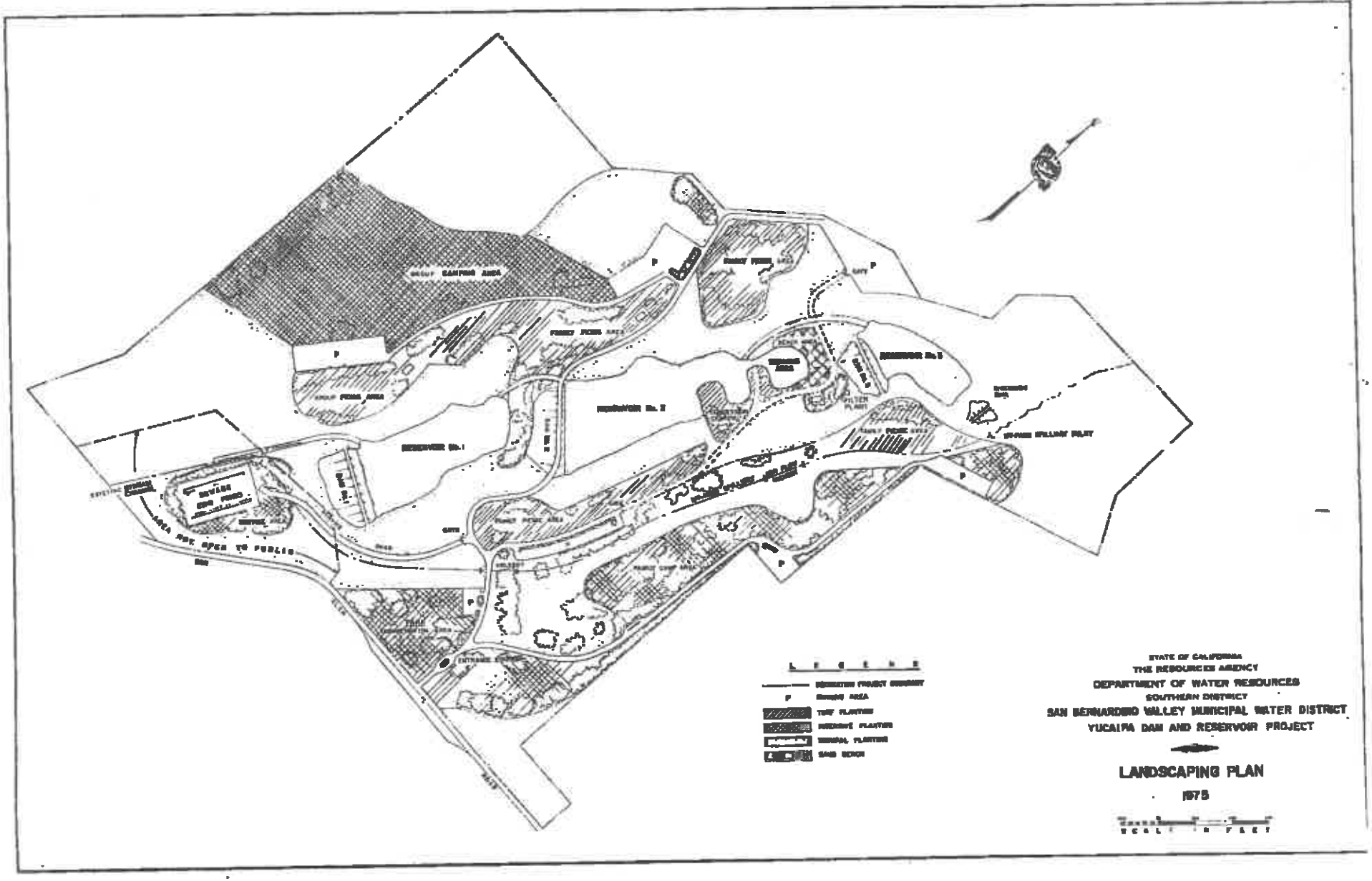
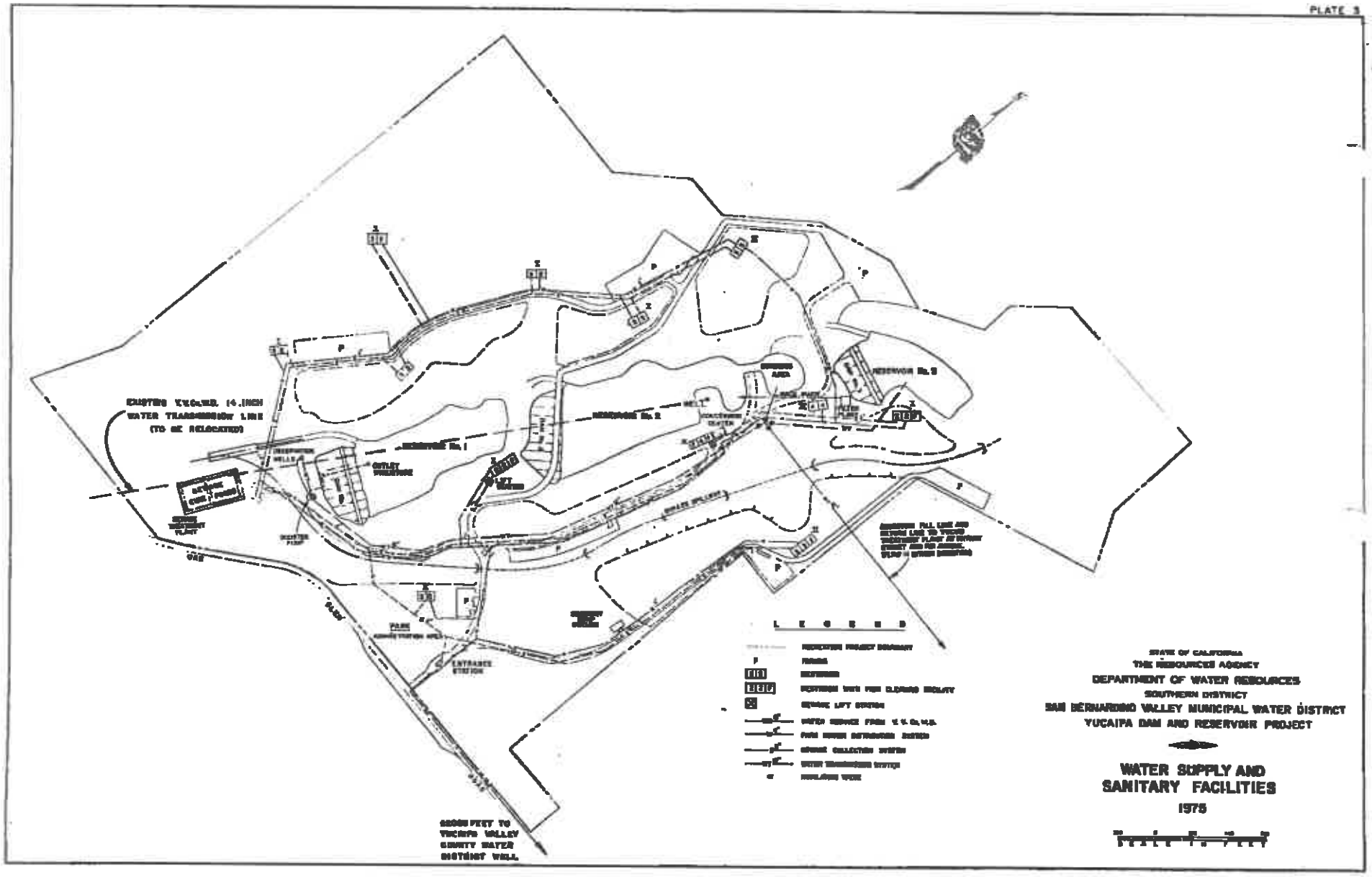

RESERVOIR DATA.
LEGEND
RECREATION PROJECT BOUNDARY
PARKING AREA
PICNIC AREA
CAMP AREA
BEACH AREA
ACCESS ROAD
MAINTENANCE ROAD
STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
YUCAIPA DAM AND RESERVOIR PROJECT
RECREATION FACILITIES
1975
SCALE IN FEET

PLATE 2


GROUP CAMPING AREA
FAMILY PICNIC AREA
GROUP PICNIC AREA
RESERVOIR No. 1
RESERVOIR No. 2
RESERVOIR No. 3
FILTER PLANT
SPILLWAY
EXISTING
AREA NOT OPEN TO PUBLIC
GATE
ROAD
TRAIL
ENTRANCE
L E G E N D
TURF PLANTING
SHRUBBERY PLANTING
SEMINAL PLANTING
SAND BEACH
STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
YUCAIPA DAM AND RESERVOIR PROJECT
LANDSCAPING PLAN
1975
SCALE IN FEET


EXISTING Y.V.C.W.D. 14-INCH
WATER TRANSMISSION LINE
(TO BE RELOCATED)
RESERVOIR No. 1
RESERVOIR No. 2
RESERVOIR No. 3
OUTLET PIPELINE
WATER PUMP
ENTRANCE STATION
SPILLWAY
LEGEND
STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
YUCAIPA DAM AND RESERVOIR PROJECT
WATER SUPPLY AND
SANITARY FACILITIES
1975

STATE OF CALIFORNIA—RESOURCES AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF WATER RESOURCES
P. O. BOX 388
SACRAMENTO
95802
(916) 445-9248

RECEIVED

'79 JUN 18 A8:25

S.B.V.M.W.D.

JUN 14 1979

Mr. Jack A. Beaver, General Manager
San Bernardino Valley Municipal
Water District
Post Office Box 5906
San Bernardino, CA 92412

Dear Mr. Beaver:

San Bernardino Valley Municipal Water District is hereby granted a requested extension of time to complete construction of the Yucaipa Dam and Reservoir Project and Yucaipa Regional Park by the following amendment.

Davis-Grunsky Act Contract No. D-GGR32, Amendment No. D-GGR32 A-1

Section B-2, General Recreation Facilities to be Constructed by the Year 1977: Modified to read that the general recreational facilities shall be constructed or provided at Yucaipa Reservoir by July 1, 1981.

Section B-3, Water Supply and Sanitary Facilities to be Constructed by 1977: Modified to read that the water and sanitary facilities shall be provided by July 1, 1981.

Section B-5, Fish Enhancement Facilities: Modified to read that the fish enhancement facilities shall be constructed or provided by July 1, 1981.

Section B-6, Landscaping: Modified to read that landscaping shall be completed by July 1, 1981.

Section B-7, Completion of Facilities: Modified to read that the Grantee shall cause construction of the Dam and Reservoir to be completed and Reservoirs Nos. 1, 2, and 3 filled to elevations 2,575 feet, 2,615 feet, and 2,665 feet, respectively, by July 1, 1981. The Grantee shall cause the shade trees and landscaping to be planted by July 1, 1981. The Grantee shall cause construction of the Recreational Facilities to be completed and such facilities made available for public use by July 1, 1981. The Grantee shall cause construction of the 12-inch water transmission system, which is an outlet pipeline from the Reservoirs to be utilized to fulfill the emergency water supply requirements of the Project, to be completed by July 1, 1981.

save water

SBVMWD LEGAL
DOCUMENT . 00851

JUN 14 1979

This amendment is incorporated into, made a part of, and shall be attached to Contract No. D-GGR32 between the State of California Department of Water Resources and the San Bernardino Valley Municipal Water District.

Sincerely,

Ronald B. Robie
Director

cc: Honorable Robert B. Presley
Member of the Senate
State Capitol, Room 4048
Sacramento, CA 95814

Honorable William R. Leonard
Member of the Assembly
State Capitol, Room 5150
Sacramento, CA 95814

COPIES TO:

AGENDA	☐
ANDERSON	☑
BANGLE	☐
BEAVER	☐
CHANDLER	☐
DILWORTH	☐
DIRECTORS	☐
	☐
FLETCHER	☑
HUCKINGOTHAM	☐
PAULLUS	☐
READING FILE	☑
REITER	☐
ROWE	☐
STOCKTON	☑
Legal Dec. File	☑
McCann	☐

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT A1 TO DAVIS-GRUNSKY ACT
GRANT CONTRACT NO. D-GGR 32 BETWEEN
THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES
AND THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
ACTING JOINTLY AND SEVERALLY

THIS AMENDMENT TO CONTRACT No. D-GGR 32 is entered by and between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State", and the San Bernardino Valley Municipal Water District, a public agency in the State of California, duly organized, existing and acting pursuant to the laws thereof with its principal place of business in San Bernardino, California, herein referred to as the "Grantee".

RECITALS:

WHEREAS, on November 25, 1975, the State and the Grantee entered into grant contract number D-GGR 32 under the Davis-Grunsky Act which provided for grants from the State to the Grantee not to exceed $2,891,000 to assist in the construction of the Yucaipa Dam and Reservoir and set forth the terms and conditions for such grants; and

WHEREAS, the State and Grantee expected to receive substantial benefits from a maximum Fish Enhancement Grant of $345,000 but unexpected expenses and increased costs have arisen that substantially have prevented the completion of construction of the project; and

WHEREAS, the State has paid over to the Grantee approximately $310,500.00 of the said Fish Enhancement Grant in D-GGR 32 and the Grantee has performed a portion of the work specifically required under the Fish Enhancement Grant; and

WHEREAS, the State has withheld a substantial portion of the Fish Enhancement Grant because project facilities necessary to accrue considerable fish enhancement benefits have not substantially and satisfactorily been completed; and

WHEREAS, the State and Grantee expected to receive substantial benefits from a maximum Recreation Grant of $1,968,000 but unexpected expenses and increased costs have arisen that substantially have prevented the completion of construction of the project; and

WHEREAS, the Department has paid over to the Grantee approximately $1,771,200.00 under the Recreation Grant contained in D-GGR 32; and the Grantee has performed a portion of the work specifically required under the Recreation Grant; and

WHEREAS, the State has withheld a substantial portion of the Recreation Grant because project facilities necessary to accrue considerable Recreation benefits have not substantially and satisfactorily been completed; and

WHEREAS, The State and Grantee expected to receive substantial benefits from a maximum Water and Sanitary Facilities Grant of $578,000 but unexpected expenses and increased costs have arisen that substantially have prevented the completion of construction of the project; and

WHEREAS, the State has paid over to the Grantee approximately $136,112.50 under the Water and Sanitary Facilities Grant in D-GGR 32 and the Grantee has completed a portion of the work specifically required in Water Supply and Sanitary Facilities Grant; and

WHEREAS, the State will withhold a substantial portion of the Water Supply and Sanitary Facilities Grant until Fish Enhancement and Recreation facilities are substantially completed; and

WHEREAS, even if Contract D-GGR 32 were amended to release funds being withheld, sufficient funds would not be available to substantially complete the project; and

WHEREAS, the State has withheld one hundred thousand dollars ($100,000) from the Recreation Grant pending completion of the 12" water transmission system which provides water from Mill Creek; and

WHEREAS, the 12" water transmission system was not completed by December 31, 1977; and

WHEREAS, on May 23, 1979, the Grantee submitted an amended application for an additional $1,392,250 in State financial assistance to cover the impact of the unexpected expenses and increased costs which have increased the total project costs; and

WHEREAS, the State in its report entitled "Findings on the Amended Application of the San Bernardino Valley Municipal Water District for Grants under the Davis-Grunsky Act" dated June 18, 1979, and the California Water Commission by Resolution 79-12, dated June 27, 1979, approved pursuant to the Davis-Grunsky Act the making by the Department of Water Resources specified increases of the maximum amounts of the Recreation Grant, Fish Enhancement Grant and

the Water Supply and Sanitary Facilities Grant to help the Grantee finance the completion of project construction; and

WHEREAS, the Grantee during the construction phase of the project made certain minor design and construction modifications to the project plan; and

WHEREAS, the parties having negotiated and considered these matters and circumstances at length conclude that amendments to grant contract D-GGR 32 will provide substantial benefit to both parties.

NOW THEREFORE, it is mutually agreed as follows:

1. Article 2.5 is added as follows:

   Grants -- The State will make the following additional grant amounts to the Grantee in accordance with the terms and conditions of D-GGR 32 as amended.

   a. Fish Enhancement Grant -- A Fish Enhancement Grant of an amount not to exceed three hundred and sixty thousand dollars ($360,000), which, when added to the maximum grant permitted in Article 2 a., will equal seven hundred and five thousand dollars ($705,000) or five and six-tenths percent (5.6%) of the construction cost of the project, whichever shall be less.

   b. Recreation Grant -- A Recreation Grant of an amount not to exceed seven hundred and fifty-three thousand, six hundred dollars ($753,600), which, when added to the maximum grant permitted under Article 2 b., will equal two million, seven hundred and twenty-one thousand, six

hundred dollars ($2,721,600) or fifty percent (50%) of the actual construction cost of the three Yucaipa Dams and Reservoirs, whichever shall be less.

c. Water and Sanitary Grant -- A Water and Sanitary Grant of an amount not to exceed two hundred and seventy-eight thousand, six hundred and fifty dollars ($278,650), which, when added to the maximum grant permitted in Article 2 c., will equal eight hundred and fifty-six thousand, six hundred and fifty dollars ($856,650) or the construction cost of the Water and Sanitary Facilities, whichever shall be less; provided, that this amount shall not exceed one-fourth of the total amount granted under subdivisions a and b of this amendment.

2. Section c of Article 4, Special Provisions, is amended as follows:

c. Withholding of Portion of Recreation Grant Pending Completion of the 12" Water Transmission System. The State shall withhold one hundred thousand dollars ($100,000) from the Recreation Grant pending completion of the 12" water transmission system and Booster pump shown on Plate 3, dated 1975, of Contract No. D-GGR 32, which is to be completed by July 1, 1981.

3. To Article 4 d., Special Provisions, the following is added: The State's obligation to make disbursements shall be conditional upon sufficient additional funds being available to complete the project; and to assure that, if any payments have been made for contractors' services for which payment bonds were not obtained when required by the Civil Code and are found not to be eligible for reimbursement under the Davis-Grunsky Act, no funds shall be disbursed under the contract to cover these payments; and any payment for further contractor's services performed by an original contractor shall not be reimbursed unless payment bonds shall have been filed as required by law.

4. Article 4 h., Special Provisions, is amended to read: It is mutually understood that, subject to the terms of Contract D-GGR 32 the Grantee may contract for operation of the Recreation Facilities with the County of San Bernardino. Such operation by County or by any of the County's or Grantee's concessionnaires shall not relieve the Grantee of any obligation or responsibility to the State, further, all contracts, plans, fees and mode of operation by the County or any of the lessees are subject to the written approval of the Grantee and the State.

5. This contract amendment shall terminate after eighteen months (18) unless the Grantee has before that date demonstrated the ability to provide sufficient funds to complete construction of the project.

6. The general Recreation Facilities described in Article B-2, the Water and Sanitary Facilities described in Article B-3, the Fish Enhancement Facilities described in Article B-5, and the Landscaping described in Article B-6 shall all be completed by July 1, 1981.

7. Section t of Article B-8 is amended to read:

t. Fees for recreation use.

Fees for recreation use of the Reservoir shall not exceed the following:

FEE SCHEDULE

Park entrance fee	$ 1.50 per vehicle
Additional activity fees	
Fishing permit for trout	$ 2.00 per day for adults $ 1.00 per day (under 14)
Fishing permit for warm water	$ 1.00 per day for adults No additional charge (under 14)
Boat rental	$ 1.00 per hour $ 5.00 per day
Overnight camping	$ 4.00 per site per night (includes entry fee)
Group picnicking	$ 5.00 per site per day plus direct charges for special services
Group Camping	$ 25.00 per site per night plus direct charges for special services
Swimming	$ 0.50 per person
Family picnicking	No additional charge

DATED: December 3, 1979

Approved as to Legal Form
and Sufficiency

By P. A. Towner
Chief Counsel
Department of Water Resources

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By Ronald B. Robie
Director
Address: P. O. Box 388
Sacramento, CA 95802

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By
Title: General Manager
Address: P. O. Box 5906
San Bernardino CA 92412

STATE OF CALIFORNIA — RESOURCES AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF WATER RESOURCES
P.O. BOX 388
SACRAMENTO
95802

(916) 445-9248

RECEIVED

'80 MAY 19 A8:21

S.B.V.M.W.D.

MAY 16 1980

Mr. Jack A. Beaver
General Manager
San Bernardino Valley Municipal
Water District
Post Office Box 5906
San Bernardino, CA 91412

Dear Jack:

Your request of January 2, 1980, and April 7, 1980, to amend Davis-Grunsky Grant Contract No. D-GGr32, by (1) replacing the sewage collection system with septic tanks and cesspools for Yucaipa Regional Park and (2) amending the project boundary, has been reviewed and found satisfactory.

The grant contract is amended and it is mutually agreed as follows:

1. Section a3 of Article B-1 shall be amended to read:

   3. The recreation, fish enhancement and initial water supply and sanitary facilities. These facilities are to be located within the amended project boundary as shown on Plate 1, A-2.

2. Section b5 of Article B-3 is amended to read:

   5. Sewerlines, lift stations and connecting laterals, septic tanks, and cesspools shall be provided: (1) as are necessary to properly dispose of waste discharges from Yucaipa Regional Park and (2) fully in accordance with the requirements of the California Regional Water Quality Control Board in its Order No. 79-94 dated August 31, 1979, a copy of which is attached.

save water

MAY 16 1980

Within ninety (90) days after completion of the first phase of the Yucaipa County Water District's Regional Sewage Treatment Plant, main sewerlines, lift stations, connecting laterals, and other items as are necessary to convey sewage to the sewage treatment facility shall be connected.

3. Section g of Article B-4 is amended to read:

   g. Restrooms. The restrooms shall conform to the following specifications:

Restrooms	Flush Type Toilets or Urinals	Wash Basins	Drinking Fountains
Type	(a)	(a)	(b)
I	2	1	1
II	3	1	1
III	4	2	1

(a) Each Sex (b) Outside Restroom

The restrooms shall be connected to the septic tank and cesspool sewage disposal system. They shall be conveniently located to the picnic areas, camping areas, and parking areas. They shall contain mercury vapor or incandescent lighting fixtures adequately protected from vandalism.

4. Section h of Article B-4 is amended to read:

   h. Fish Cleaning Facilities. Fish cleaning facilities shall be adequately sized and constructed to accommodate the needs of the fishing public and shall be constructed adjacent to the restrooms.

   Each fish cleaning facility shall contain at least two hose bibs and each shall be connected to the septic tank and cesspool sewage disposal system and shall conform with the requirements of the San Bernardino County Department of Public Health.

These modifications are incorporated into, made part of, and shall be attached to Contract No. D-GGR32 as Amendment No. A-2, between the State of California, Department of Water Resources and San Bernardino

MAY 16 1980

Valley Municipal Water District upon return of one copy of this letter signed below by you. Please return to Jack J. Coe, Chief, Southern District, Department of Water Resources, Post Office Box 6598, Los Angeles, CA 90055.

Sincerely,

Ronald B. Robie
Director

Attachments

Amendment No. A-2 to Contract No. D-GGR32, approved:

Jack A. Beaver, General Manager Date 5-19-80

California Regional Water Quality Control Board
Santa Ana Region

ORDER NO. 79-94

Waste Discharge Requirements
for
San Bernardino Valley Municipal Water District
Yucaipa Regional Park
San Bernardino County

The California Regional Water Quality Control Board, Santa Ana Region (hereinafter, the Board), finds that:

1. The San Bernardino Valley Municipal Water District (hereinafter SBVMWD) submitted a revised report of waste discharge for the discharge of approximately 25,000 gallons per day (95 m^3/day) of wastes from the proposed Yucaipa Regional Park.

2. SBVMWD originally proposed to treat wastes from the park with a package biological wastewater treatment plant and Order No. 78-2 was adopted for the discharge. SBVMWD is now proposing to discharge wastes via septic tank-subsurface disposal systems. Therefore, new requirements are necessary.

3. The discharge will be located in portions of Sections 25 and 26, T1S, R2W, SBB&M, and is within the Yucaipa-Calimesa waste discharge prohibition area.

4. On May 14, 1976, the Board granted SBVMWD an exemption from the prohibition for the interim discharge of wastes until the Yucaipa Valley County Water District's community sewerage facilities are available.

5. A Water Quality Control Plan was adopted by the Board on April 11, 1975. The Plan contains water quality objectives and beneficial uses of waters in the Santa Ana Region.

6. The requirements contained in this order are necessary to implement the Water Quality Control Plan.

7. The discharge overlies the San Timoteo Groundwater Subbasin, the beneficial uses of which include:

   a. Municipal and domestic supply,
   b. Agricultural supply,
   c. Industrial process supply,
   d. Industrial service supply.

8. These requirements are for the discharge of wastes from a proposed park which is considered an ongoing project within the meaning of Section 15070(b)(3) of the Resources Agency Guidelines (Title 14, California Administrative Code) and, as such, are exempt from the provisions of the California Environmental Quality Act (Public Resources Code, Section 21000 et seq.) in accordance with Section 15104, Chapter 3, Title 14, California Administrative Code.

9. The Board has notified the discharger and other interested agencies and persons of its intent to prescribe waste discharge requirements for the proposed discharge.

10. The Board, in a public meeting, heard and considered all comments pertaining to the discharge.

IT IS HEREBY ORDERED that the San Bernardino Valley Municipal Water District shall comply with the following:

A. Discharge Specifications

1.a. The discharge of wastes shall not contain average concentrations that exceed the following:

Constituent	Average Concentration
Filtrable Residue	460 mg/l
Chloride	80 "
Boron	0.5 "

b. The discharge of wastes shall not contain a filtrable residue concentration that exceeds the filtrable residue concentration in the water supply by more than 230 mg/l.

2. The average daily discharge for each month shall not exceed 25,000 gallons per day.

3. The discharge of waste shall be maintained below the surface of the ground at all times.

4. The discharge of wastes to property not owned or controlled by the discharger is prohibited.

5. The discharge of saline or toxic wastes is prohibited.

B. Provisions

1. The discharger shall comply with Monitoring and Reporting Program No. 79-94.

2. Neither the treatment nor the discharge of wastes shall cause a nuisance or pollution as defined by the California Water Code.

3. This order includes the "General Monitoring and Reporting Provisions".

4. Complaince with Discharge Specifications 1.a. and 1.b. shall be based on the arithmetic average of the last three (3) consecutive samples.

5. The discharge of wastes to subsurface disposal systems is prohibited within 90 days after completion of the first phase of the Yucaipa Valley County Water District's Regional Sewage Treatment Plant.

6. This order rescinds Order No. 78-2, the previous requirements for SBVMWD.

I, James W. Anderson, Executive Officer, do hereby certify that this is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, Santa Ana Region, on August 31, 1979.

JAMES W. ANDERSON
Executive Officer

California Regional Water Quality Control Board
Santa Ana Region

August 31, 1979

General Monitoring and Reporting Provisions

General Provisions for Sampling and Analysis

Unless otherwise noted, all sampling, sample preservation, and analyses shall be performed in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants", promulgated by the United States Environmental Protection Agency.

Chemical, bacteriological, and bioassay analyses shall be conducted at a laboratory certified for such analyses by the State Department of Health.

All samples shall be representative of the waste discharge under the conditions of peak load.

A composite sample is defined as a combination of no fewer than eight individual samples obtained over the specified sampling period. The volume of each individual sample shall be proportional to the discharge flow rate at the time of sampling. The compositing period shall equal the specific sampling period, or 24 hours, if no period is specified.

General Provisions for Reporting

For every item where the requirements are not met, the discharger shall submit a statement of the actions undertaken or proposed which will bring the discharge into full compliance with requirements at the earliest time and submit a timetable for correction.

California Regional Water Quality Control Board
Santa Ana Region

Monitoring and Reporting Program No. 79-94
for
San Bernardino Valley Municipal Water District
Yucaipa Regional Park
San Bernardino County

Monitoring

A sampling station shall be established for each point of discharge and shall be located where representative samples of the effluent can be obtained. The following shall constitute the effluent monitoring program:

Constituents	Unit	Type of Sample	Minimum Frequency of Analysis
Filtrable Residue	mg/l	Combined Grab	Bi-monthly
Chloride	"	" "	"
Boron	"	" "	"

1. Samples shall be collected from each septic tank on the 5th working day of January, March, May, July, September, and November, and combined according to flow.

2. The average daily flow of wastewater shall be determined weekly.

3. In July of each year, the water supply shall be analyzed for filtrable residue.

Reporting

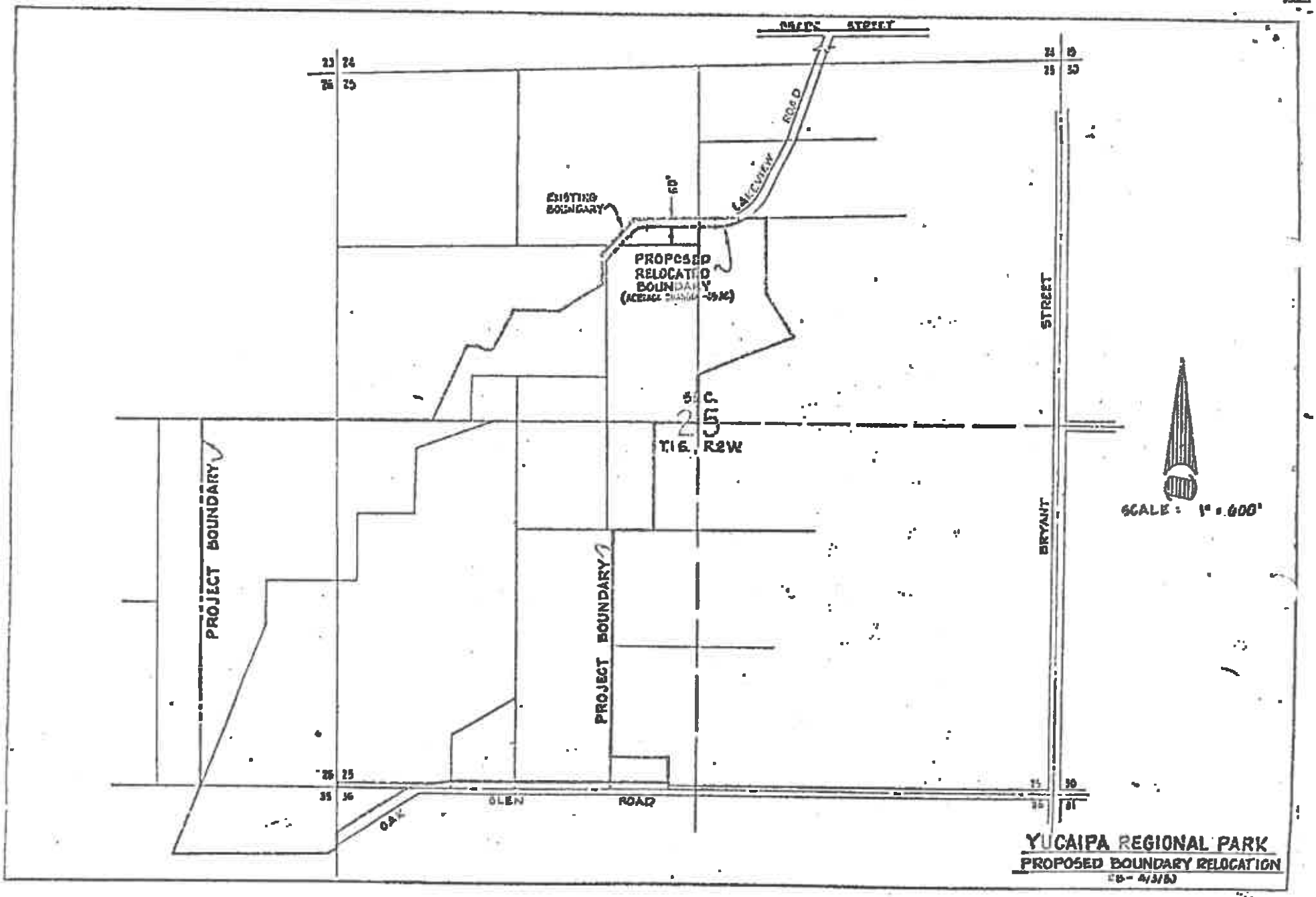
1. By the second Monday of February, April, June, August, October, and December, a copy of the flow data and chemical analysis shall be submitted.

2. By the second Monday of August, a copy of the annual water supply analysis shall be submitted.

All reports shall be signed by an authorized employee of the San Bernardino Valley Municipal Water District and shall be submitted under penalty of perjury.

Ordered by James W. Anderson
JAMES W. ANDERSON
Executive Officer

August 31, 1979


STREET
ROAD
CALCEVIEW
EXISTING BOUNDARY
60'
PROPOSED RELOCATED BOUNDARY
STREET
BRYANT
SEC 25
T1S, R2W
PROJECT BOUNDARY
PROJECT BOUNDARY
GLEN
ROAD
OAK
SCALE: 1" = 600'
YUCAIPA REGIONAL PARK
PROPOSED BOUNDARY RELOCATION

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of November, 1976, by and between the County of San Bernardino, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY", and the San Bernardino Valley Municipal Water District, hereinafter referred to as "WATER DISTRICT".

WITNESSETH:

WHEREAS, the WATER DISTRICT is engaged in the development of a reservoir to store and supply water to the community of Yucaipa and the surrounding area; and

WHEREAS, the WATER DISTRICT, in cooperation with the San Bernardino County Department of Regional Parks and the Yucaipa Valley Park and Recreation District, proposed to jointly develop the reservoir site into a major recreational park; and

WHEREAS, the existing profile, alignment and cross section of Oak Glen Road at the site of the reservoir and park project are unsatisfactory for the anticipated increase in vehicular traffic generated by said park; and

WHEREAS, the COUNTY and the WATER DISTRICT do mutually desire to cooperate and jointly participate in the improvement of Oak Glen Road adjacent to said park; and

WHEREAS, it has been determined that such improvement, hereinafter referred to as "PROJECT" should generally consist of reconstruction of the existing roadway, adequate widening with curb and gutters along park frontage and replacement of a crossdrain structure; and

WHEREAS, the COUNTY and the WATER DISTRICT do also mutually desire to specify herein the terms and conditions under which said PROJECT is to be constructed, financed and maintained.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION ONE: WATER DISTRICT SHALL -

1.1 Act as lead agency in the development and construction of PROJECT.

1.2 Prepare construction plans, specifications, estimate of cost, and contract documents, as necessary to accomplish the construction of said PROJECT and submit to COUNTY for approval prior to advertising.

1.3 Arrange for relocation of all utilities which interfere with construction of PROJECT.

1.4 Dedicate right-of-way for the Master Plan half width of 50'.

1.5 Advertise, award, administer and fund the construction contract referred to hereinabove and submit a set of "As Built" plans to COUNTY upon completion of PROJECT.

1.6 Provide adequate inspection of all items of contract work performed and maintain adequate records of inspections and materials tests for review by COUNTY.

1.7 Submit to COUNTY an accounting of the PROJECT contract construction cost and a statement for COUNTY'S share of these costs as provided hereinafter.

SECTION TWO: COUNTY SHALL -

2.1 Permit WATER DISTRICT to perform or cause to be performed, work within the road right-of-way in accordance with the approved plans and specifications.

2.2 Reimburse WATER DISTRICT, within thirty days after receipt of itemized statement of construction costs thereof, for COUNTY'S share of the project cost as follows:

a. One-half the cost of crossdrain structure and roadway grading.

b. A... width of pavement and base for the length of road reconstructed.

2.3 After acceptance of the work by COUNTY, maintain those portions of PROJECT within road right-of-way.

SECTION THREE: BE IT FURTHER AGREED BY THE PARTIES HERETO -

3.1 That no party to the agreement nor officers nor employees thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party to the agreement under or in connection with any work, authority or jurisdiction delegated to the parties under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, each party shall fully indemnify and hold all other parties harmless from any liability for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done under or in connection with any work, authority or jurisdiction delegated to it under this Agreement.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of the parties involved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials thereunto duly authorized.

ATTEST:

LEONA RAPOPORT, Clerk of
Board of Supervisors of the
County of San Bernardino

By
Deputy

COUNTY OF SAN BERNARDINO

By
Chairman, Board of Supervisors

NOV 1 1976

APPROVED AS TO FORM:

By
James W. Dilworth
General Counsel

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

By
Jack A. Beaver, General Manager

AFFIRMATIVE ACTION COMPLIANCE

This is to certify that SAN BERNARDINO VALLEY MUN. WATER DIST & YUCAIPA VALLEY PARK & RECREATION DIST.
Name of Contractor

/ / Has an "Approved" Affirmative Action Program and is in compliance with the San Bernardino County Affirmative Action Compliance Program for the _____ (Project).

/ / Has an "Approved" Affirmative Action Program and meets the San Bernardino County Affirmative Action requirements for Annual Qualification for period _____ (Dates).

/XXX/ Is exempt from compliance with the San Bernardino County Affirmative Action Compliance Program for Amendment #5 to Agreement No. 79-621 for final construction, maintenance, and operation of Yucaipa Regional Park (Project) due to Sole Source (Reasons).

/ / Has not met the San Bernardino County Affirmative Action Compliance Program to qualify as a Responsible Bidder. Returned for revision.

The San Bernardino County Affirmative Action Compliance Office, Personnel Division, will render all possible assistance to the contractor in establishing an Affirmative Action Program:

Address: San Bernardino County
Contract Compliance Office
Personnel Division
157 West Fifth Street
San Bernardino, CA 92415

Phone: (714) 383-2364

Anthony K Salerno
Signature, San Bernardino County
Contract Compliance Office
Personnel Division

September 23, 1980
Date

** This form should be attached to the Clerk of the Board's copy and the Auditor's copy only.

INTER-OFFICE MEMO

33

DATE September 29, 1980

FROM GARY D. PATTON, Director
Regional Parks Department

PHONE 1912

TO THE HONORABLE BOARD OF SUPERVISORS

SUBJECT CONTRACT AMENDMENT #5 - YUCAIPA REGIONAL PARK

AGREEMENT NO. 79-621 A-5

RECOMMENDATION: Approve Amendment #5 to Agreement 79-621 between the County of San Bernardino and the San Bernardino Valley Municipal Water District and Yucaipa Valley Park and Recreation District for final construction, maintenance, and operation of Yucaipa Regional Park.

BACKGROUND INFORMATION: Work has been substantially completed in respect to construction of the dams and reservoirs which are to be operated and maintained by the Water District under the terms of the Davis-Grunsky contract and its amendments. Under the terms of this Amendment #5, the County assumes responsibility for execution and completion of the construction of all remaining obligations of the Water District. The Water District will continue to act as the grantee under the contract until the project is accepted by the State, and will pay to the County promptly upon receipt any and all monies received from the State for payment requests submitted by the Water District after March 10, 1980. The responsibilities and duties required for the operation and maintenance of the park shall be agreed upon mutually by all parties.

REVIEW BY OTHER DEPARTMENTS: Ed Duddy, Deputy County Counsel (Ext. 3811), the Architecture & Engineering/Real Property Department, and Contract Compliance have reviewed this amendment.

FINANCIAL DATA: The County has budgeted $1.9 million this year for completing the major part of the park, of which $1.2 million is potentially returnable from Davis-Grunsky. The estimated cost for completion after the present phase of construction is another $1.5 million.

RECOMMENDED FOR BOARD APPROVAL:

JOHN M. BERNARD, Administrator
Environmental Public Works Agency

GDP/jt

APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION ✓ ✓ S M ✓
1 2 3 4 5

ANDREE DISHAROON, CLERK OF THE BOARD

BY

DATED: SEP 29 1980

33

cc: Regional Pks w/6 agreements
Park Dist c/o Regional Pks (1 agree)
Water Dist c/o Reg. Pks (4 agree)
Auditor w/agree
EPWA
File

12-1267-000 Rev. 1/77

79-621 A-5

Minute Record of the Board of Supervisors of

San Bernardino County, California

On motion of Supervisor Break, duly seconded by Supervisor Smith, and carried unanimously, the Board of Supervisors hereby approves that certain agreement dated the 14th day of November, 1966, entered into between the San Bernardino Valley Municipal Water District, a municipal water district existing under the Municipal Water District Law of 1911, the "Yucaipa" Valley Park and Recreation District, a recreation and park district existing under the Recreation and Park District Law, and the County of San Bernardino through its Department of Regional Parks, on behalf of the County of San Bernardino and as the governing body of the Yucaipa Valley Park and Recreation District, providing for the development of a reservoir to store and supply water to the community of Yucaipa and the surrounding territory, and further authorizes its Chairman to sign said agreement indicating this Board's acceptance of the terms and conditions therein contained.

Regional Parks

* * * * *

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO ss.

I, V. DENNIS WARDLE, County Clerk and ex-officio Clerk of the Board of Supervisors of San Bernardino County, California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by said Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board of its meeting of

November 14, 1966

Dated: November 15, 1966

cc: Reg Parks (6)
File

V. DENNIS WARDLE
County Clerk and ex-officio
Clerk of said Board.

By.....
Deputy

14-835-010

AGREEMENT FOR DEVELOPMENT AND OPERATION

OF

YUCAIPA REGIONAL PARK

This agreement is entered into between the San Bernardino Valley Municipal Water District, a municipal water district existing under the Municipal Water District Law of 1911, hereinafter referred to as the "Water District"; the Yucaipa Valley Park and Recreation District, a recreation and park district existing under the Recreation and Park District Law, hereinafter referred to as the "Park District"; and the County of San Bernardino through its Department of Regional Parks, hereinafter referred to as the "County."

The Water District is now engaged in planning the development of a reservoir to store and supply water to the community of Yucaipa and the surrounding territory. The parties hereto desire to make provision for the maximum utilization of the proposed reservoir for recreational purposes and to fix the functions, duties, and obligations of each of them with respect thereto. This agreement does not extend to the ownership, construction, operation, and maintenance of the water treatment plant, dam, reservoir, and appurtenances, which are the function of the Water District.

NOW THEREFORE it is agreed as follows:

A. GENERAL DEFINITIONS

The following terms wherever used in this contract shall mean:

1. State: The State of California.

2. Water District: The San Bernardino Valley Municipal Water District.

3. Park District: Yucaipa Valley Park and Recreation District.

4. County: County of San Bernardino, or any agency thereof.

5. HUD: U. S. Department of Housing and Urban Development.

6. OS: Refers to open-space letters and directives by number as promulgated by the U. S. Department of Housing and Urban Development.

7. Department: Department of Water Resources, State of California.

8. Water Code: The Water Code of the State of California.

9. Davis-Grunsky Act: The Davis-Grunsky Act of the State of California as originally enacted and subsequently amended, and set forth in Chapter 5, Part 6, Division 6 of the Water Code, and also including pertinent policy statements of the Water Commission and the Department of Water Resources.

10. Davis-Grunsky Application: The application to the State for assistance on the Yucaipa Dam and Reservoir Project pursuant to the Davis-Grunsky Act.

11. Project: The Yucaipa Dam and Reservoir, and Regional Park Project.

12. Project Feasibility Report: The feasibility report accompanying, and part of, the Davis-Grunsky Application.

13. Recreation Plan: That part of the project plan showing the relative location of proposed recreation facilities incorporated in and made a part of this agreement.

14. Dam: The structure proposed in the project plans to impound water.

15. Reservoir: The basin created by the dam to contain the impounded water.

16. Regional Park: The land devoted to park purposes (excluding the reservoir).

17. Initial Water and Sanitary Facilities: Those facilities for water supply and sanitation necessary for the proper operation of the park, as defined by the State Department of Water Resources.

18. First-Stage: The first stage of construction of recreation facilities as set forth in the project feasibility report.

19. Primary Electrical System: The basic electric utility supply system including Southern California Edison Company installations.

20. Secondary Electrical System: Distribution system from service transformers at end of primary system to point of actual energy use.

B. ACQUISITION OF PROPERTY

1. Upon request, the Park District shall lease to the Water District certain lands owned by it in the vicinity of the proposed reservoir and described as set forth in Exhibit OS-121, attached hereto. Said lease shall be for a period of 75 years at a rental of $1.00 per year and shall require the use of the property solely for park and recreation purposes. Said lease shall save, indemnify, defend, and hold harmless the Park District against any liability in connection with the condition or use of the leased property.

2. Certain additional lands in the vicinity of the proposed reservoir will be required for a well-balanced park development and it is agreed that the Water District shall take such action as may be necessary to acquire such additional lands at its own expense. Such lands are described in Exhibit OS-121, attached hereto.

3. Any lands owned by the Park District which will be flooded by the completed reservoir, together with a strip 100 feet in width above the high-water line, shall be conveyed to the Water District.

C. PLANNING

1. It shall be the responsibility of the County to prepare an over-all recreation development plan for the regional park and reservoir and for all recreation improvements including, but not limited to, irrigation systems, landscaping, picnic facilities, nature center development, walk and trail systems, relative park road and parking locations, lighting and secondary electrical systems, park water and sanitary facilities (including rest rooms), and boat concession area. All plans shall be subject to review and approval by the Water District for purposes of engineering feasibility and compatibility with the requirements of the Water District in connection with the development, maintenance and operation of the reservoir and the performance by the Water District of its other functions hereunder.

D. ENGINEERING

1. The Water District shall be responsible for engineering and development plans for the project, including the first stage of the Yucaipa Regional Park development, as defined in the Davis-Grunsky application. Plans for first-stage recreation facilities shall be prepared in cooperation with the County and the Park District. Future engineering and expansion of the recreation facilities shall be the responsibility of the County and the Park District.

2. Plans and specifications for all excavation, grading, concrete, initial water and sanitary facilities, road construction, and utility relocation, including all appurtenances, shall be the responsibility of the Water District.

E. CONSTRUCTION

1. Construction of the dam, reservoir, and appurtenances, including earthwork, concrete and piping, and construction of the

primary electrical system, initial water supply and sanitary facilities, roads and paving, relocation of existing utilities, and all other construction not specifically excluded from eligibility for State grant assistance under the terms of the Davis-Grunsky Act, shall be the responsibility of the Water District and shall be done in conformance with plans and specifications as set forth by the Water District.

2. The County will be responsible for all construction not included in E 1 above necessary for completion of the first stage of the project pursuant to the plans and specifications.

F. OPERATION AND MAINTENANCE

1. The County shall be responsible for the operation and maintenance of the regional park and recreation facilities on the reservoir, including operational and maintenance responsibility for the park sewer system and for water service within the park. The County shall contract with concessionaires for any concession improvements within the park. The County shall take such measures as may be necessary to prevent the use of the park from resulting in physical damage, pollution or contamination of the dam, reservoir, or appurtenances.

2. The Water District shall serve water to the park in accordance with its rules and regulations of general applicability as the same may be in effect from time to time.

3. All lands planned for park use owned or leased by the Water District (excluding the reservoir) shall be leased or sub-leased to the County for a term of 75 years at a rental of $1.00 per year on terms limiting their use to park and recreation purposes. Said leases and sub-leases shall save, indemnify, defend, and hold harmless the Water District against any liability in connection

with the condition or use of the leased or sub-leased property and the reservoir.

4. The Park District may conduct all recreation programs in the park including those facilities operated by the County or its concessionaires. Decisions concerning recreation programs will be made by the Park District with the consent of the County.

G. FINANCIAL TERMS

1. Application shall be made for financial assistance in connection with the project as follows:

a. The County shall make application for funds for the development of recreation facilities in the park under the provisions of the State Beach, Park, Recreation, and Historical Facilities Bond Act of 1964 (Public Resources Code sections 5096.1 et seq.).

b. The Water District shall make application for state and federal grant funds to be used in the acquisition and development of the park pursuant to the Davis-Grunsky Act (Water Code section 12880 et seq.), and any applicable federal acts or legislative provisions.

2. The County shall provide additional funds required for on-shore recreation improvements and any other first-stage recreation improvements which are not otherwise funded.

3. The County shall be responsible for the operation, maintenance and replacement of the facilities under its control and shall receive any revenues derived therefrom (including concession revenues) to be used in defraying the costs of operation, maintenance, replacement and administration.

H. GENERAL

1. All signs and literature in connection with the project which identify any of the sponsoring agencies shall make reference to each of the participants in the project. The County will

assume responsibility for installation of directional signs for the guidance of the public in reaching the project area. Said signs shall be installed in conformance with the requirements of Article 37 of the Davis-Grunsky Act standard provisions. The Water District will install a sign referring to Davis-Grunsky financing as required by Article 36 of the Davis-Grunsky Act standard provisions.

2. Full compliance with the Standard Provisions for Recreation Grant Contract under the Davis-Grunsky Act, as published by the Department of Water Resources, December 11, 1963, and including Revision No. 1 dated May 9, 1966, is mutually agreed to by all parties to this contract. This contract shall be subject to the provisions to be concluded by the Water District with the State pursuant to the Davis-Grunsky Act.

I. ARBITRATION

1. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

J. ASSIGNMENT

1. The Water District may, after completion of construction, assign its rights hereunder and convey its properties within the boundaries of the regional park, and the treatment plant, dam, reservoir, and appurtenances, to a responsible public agency or municipal corporation, pursuant to an agreement with such public agency or municipal corporation under which the latter assumes all obligations of the Water District in connection herewith, and thereupon the Water District shall be released from all

obligation to the other parties hereto in connection with the project. Such assignment shall be subject to any requirements imposed upon the Water District in its contract with the State pursuant to the Davis-Grunsky application.

K. RENEWAL

1. Renewal of this agreement shall be at the discretion of each of the parties hereto.

L. TERMINATION

1. The Water District may terminate this agreement and any obligations arising therefrom in the event financial assistance on terms and in amounts satisfactory to the Water District is not obtained from the State and federal governments as specified in paragraph G 1(b). Said termination shall be effected by written notice directed to the other parties to the contract. The right of termination shall expire upon commencement of construction if firm financial committments have been received from the State and federal governments at such time, or 60 days after receipt of such firm financial committments, if received thereafter.

2. This agreement shall terminate 75 years from date of execution by all parties.

DATED: November , 1966.

YUCAIPA VALLEY PARK AND
RECREATION DISTRICT

By [signature]
President

[signature]
Secretary

ROSS DANA, Chairman
Board of Supervisors
County of San Bernardino

ATTEST:
V. DENNIS WARDLE, County Clerk
and ex-officio Clerk of said
Board of Supervisors

Deputy

ROSS DANA, Chairman
Board of Supervisors, acting
as the governing body of the
YUCAIPA VALLEY PARK AND
RECREATION DISTRICT

ATTEST:
V. DENNIS WARDLE, County Clerk
and ex-officio Clerk of said
Board of Supervisors

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

President

Secretary

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

COPYRIGHT LICENSE AGREEMENT

COPYRIGHT REGISTRATION NO.

ITEM DESCRIPTION
Yucaipa Regional Park-Swim Facility

hereafter called the "Material," a copy of which is attached hereto as Exhibit "A".

I, Curt Hagman, am the creator of, and/or have acquired the intellectual property rights to the Material, and hereby warrant that I have the authority to issue this license and to authorize and release the Material for use by the California Department of Parks and Recreation (the "Department") and its designated agents. I understand that the Department wants to use and reuse the Material, as the Department deems appropriate.

I hereby grant to the Department an unrestricted, fully paid up, world wide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works, publicly display and perform the Material, in whole or in part, in any manner, for any purpose and in any medium now known or hereinafter invented. This right includes, but is not limited to, the right to copy, publish, distribute, alter and publicly display the Material for education, interpretation, advertising and other purposes consistent with the mission of the Department.

I understand that I will not receive any money for this license agreement, or for any use described above. I understand that I will retain the copyrights to the Material, but hereby grant an unrestricted license to the Department.

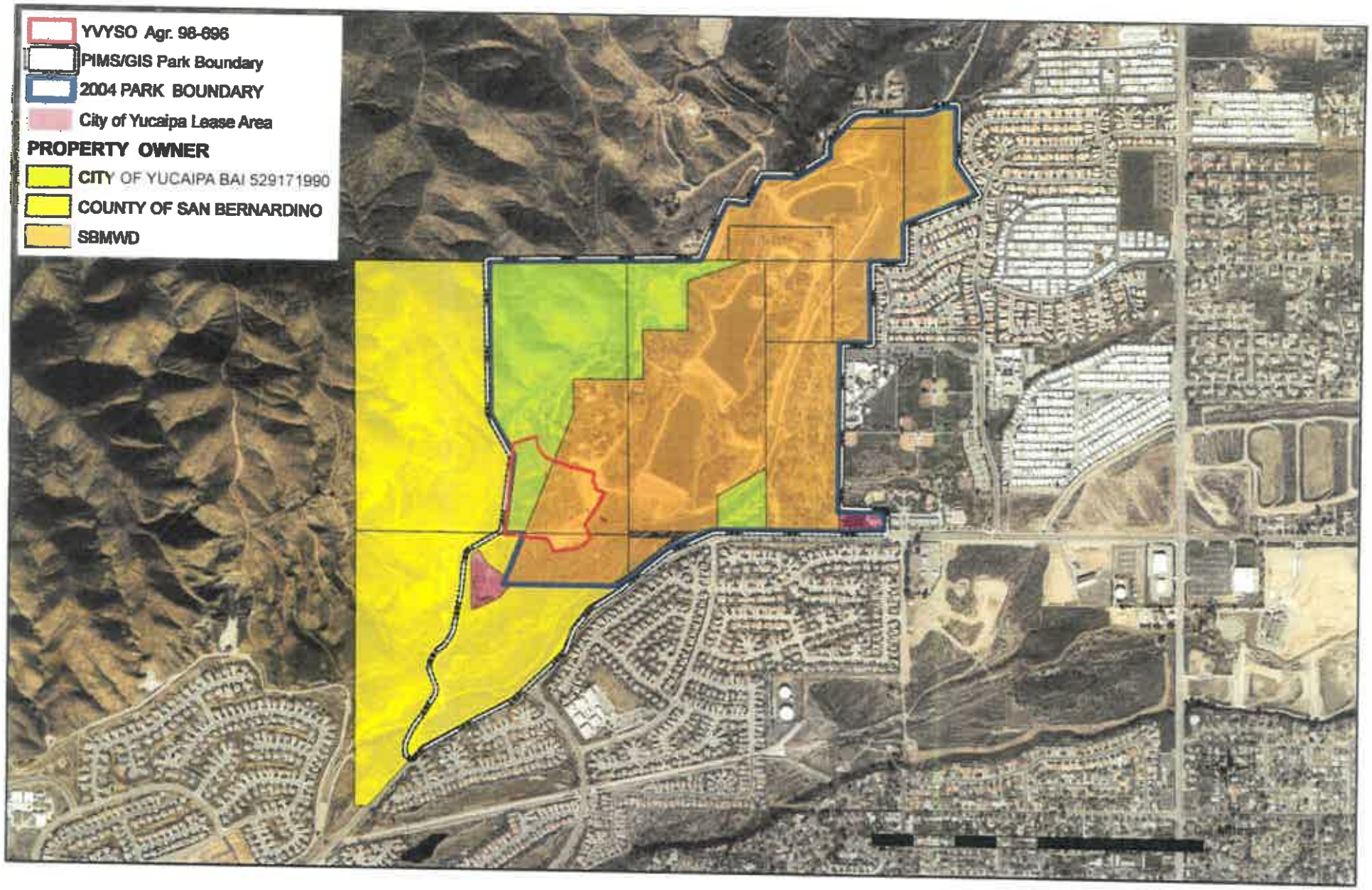
I release and discharge Department from any and all claims and demands arising out of, or in connection with any use of the Material, including but not limited to, any and all claims of libel, moral rights and invasion of privacy, and/or any claims under the Visual Artists Rights Act. I realize that I cannot withdraw my consent after I sign this form and I realize this form is binding on me and my heirs, legal representatives and assigns.

I am at least 18 years of age and have the right, ability and authority to enter this binding license agreement.

AGREED AND ACCEPTED

BY ▷	DATE 11/16/2021	BY ▷	DATE
PRINTED NAME OF PERSON SIGNING Curt Hagman		PRINTED NAME OF PERSON SIGNING	
ADDRESS 385 N. Arrowhead Avenue		TITLE	DISTRICT/SECTION
CITY/STATE/ZIP CODE San Bernardino, CA 92415		State of California Department of Parks and Recreation	
PHONE NO. (909) 387-4866	EMAIL Curt.Hagman@bos.sbco	PHONE NO.	EMAIL

DPR 992A (New 3/2003)(Excel 3/28/2003)


YVYSO Agr. 98-696
PIMS/GIS Park Boundary
2004 PARK BOUNDARY
City of Yucaipa Lease Area
PROPERTY OWNER
CITY OF YUCAIPA BAI 529171990
COUNTY OF SAN BERNARDINO
SBMWD

YUCAIPA REGIONAL PARK

McPheron, Casey

From: Davis, Beahta
Sent: Monday, October 18, 2021 8:34 AM
To: Prop68@ccc.ca.gov; Inquiry@Prop68CommunityCorps.org
Cc: Isom, Ryan
Subject: Conservation Corps Consultation Request--San Bernardino County Regional Parks

Hello

San Bernardino County Regional Parks is applying for three Prop 68 Regional Park Program grants for the projects listed below. We are seeking consultation as described in the Prop68-Regional Parks Program Grant requirements, and partnership for these projects. We believe that all three of these projects provide opportunities for our agencies to partner, as well as increase the public's enjoyment of these parks.

Glen Helen Playground Expansion
This project will add new amenities to this playground which will be accessible and unique to this park. The design includes large amenities that include technology as part of play activities. This unique design will attract youth and families who are users of video games. This design will help these users enjoy amenities that combine being outdoors with the technology that they love.

Santa Ana River Trail Section IV-A—Final Design

The Santa Ana River Trail begins in Orange County and traverses through both Riverside and San Bernardino Counties, making it a current regional attraction. This project will lengthen the trail by 3.9 miles for bikers, hikers, and walkers to enjoy the biodiversity of the riparian flora and fauna along the Santa Ana River. Trail users will have also enjoy a first-hand view of the San Bernardino Mountains.

Yucaipa Swim Facility Renovation

The current swim facility already enjoys users from across the three-county region. Improving this facility by upgrading the infrastructure, improving the pool, and replacing waterslides will increase the appeal and ensure safe use of the facility for upcoming swim seasons.

Please let us know the next steps in the consultation process. We look forward to working with your team.

Sincerely,

Beahta Davis
Director
Regional Parks Department
Phone: 909-387-2340
Fax: 909-387-2052
777 E. Rialto Avenue
San Bernardino, CA 92415-0763

SAN BERNARDINO COUNTY

Our job is to create a county in which those who reside and invest can prosper and achieve well-being.
www.SBCounty.gov