

State of California - The Resources Agency  
**Department of Parks and Recreation**  
**GRANT CONTRACT**  
**Recreational Trails Program**

GRANTEE City of Sacramento  
 PROJECT TITLE NINOS PARKWAY BIKETRAIL PROJECT NUMBER RT-34-010  
 PROJECT PERFORMANCE PERIOD is from October 16, 2006 thru June 30, 2011

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the program named above, agrees to fund the project up to the total grant amount indicated.

**PROJECT DESCRIPTION:**

A development project to construct a trail in the Ninos Parkway, to include landscaping, irrigation, benches, bollards and an unpaved access road.

Total State Grant not to exceed \$150,000.00 (or 80% of the total project, which ever is less)

City of Sacramento  
 Grantee

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

By Ray Kerridge  
 Typed or printed name of Authorized Representative  
 \_\_\_\_\_  
 Signature of Authorized Representative

STATE OF CALIFORNIA  
 DEPARTMENT OF PARKS AND RECREATION

Address \_\_\_\_\_  
 Title City Manager  
 Date \_\_\_\_\_

By \_\_\_\_\_  
 Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

CONTRACT NO C8518008	AMENDMENT NO	CALSTARS VENDOR NO. 400000005500			PROJECT NO. RT-34-010
AMOUNT ENCUMBERED BY THIS DOCUMENT \$150,000.00		FUND Recreational Trails Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-0858	CHAPTER 208	STATUTE 04	FISCAL YEAR 2006/07	
TOTAL AMOUNT ENCUMBERED TO DATE \$150,000.00	INDEX 1091	OBJ EXPEND 702	PCA 68609	PROJECT / WORK PHASE 091022-00	
T B A NO	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B R NO	ACCOUNTING OFFICER'S SIGNATURE			DATE	

**APPROVED AS TO FORM:**

  
 \_\_\_\_\_  
 CITY ATTORNEY

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

RECREATIONAL TRAILS PROGRAM

Special Provisions

Grant Recipient agrees that lands acquired with grant moneys shall not be acquired through the use of eminent domain

GENERAL PROVISIONS

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Transportation Equity Act For The 21<sup>st</sup> Century.
3. The term "Project" as used herein means the project which is described on page 1 of this contract.
4. The term "Grant Recipient" as used herein means the party described as grant recipient on page 1 of this contract.
5. The term "Application" as used herein means the individual application and its required attachments for grants pursuant to the Recreational Trails Program.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Grant Recipient a sum of money (grant moneys) not to exceed the amount stated on page 1 (or 80% of the project costs, whichever is less) in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this contract.

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

2. Grant Recipient agrees to complete the Project in accordance with the time of project performance set forth on page 1, and under the terms and conditions of this contract.
3. Grant Recipient shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21,000 et. seq. and the National Environmental Policy Act.
4. Grant Recipient agrees to permit periodic site visits by the State including a final inspection upon Project completion.

suspension of all obligations of the State hereunder if in the judgement of the State such failure was due to no fault of the Grant Recipient. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grant Recipient with the terms of this contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the provisions of this contract, the Grant Recipient agrees that payment by the Grant Recipient to the State of an amount equal to the amount of the moneys disbursed under this contract by the State would be inadequate compensation to the State for any breach by the Grant Recipient of this contract. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Grant Recipient of this contract shall be the specific performance of this contract, unless otherwise agreed to by the State.
5. Grant recipient agrees that if the Project includes development, final payment may not be made until the Project conforms substantially with this contract and is a usable recreation facility.

#### F. Hold Harmless

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

#### G. Financial Records

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