

**EAST BAY REGIONAL PARK DISTRICT  
MEASURE WW PARK BOND  
MASTER CONTRACT - LOCAL GRANT PROGRAM**

**MASTER CONTRACT No.: 314500**

GRANTEE: Contra Costa County

THE PROJECT PERFORMANCE PERIOD is from the date this agreement is signed below by the  
District through December 31, 2018

The Grantee agrees to the terms and conditions of this Contract, and the East Bay Regional Park District, acting through its Board of Directors pursuant to the Measure WW Park Bond, agrees to fund the total Project Grant Amount indicated.

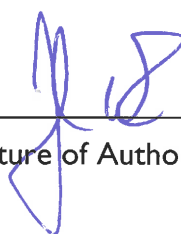
***THESE FUNDS ARE FOR THE ACQUISITION AND DEVELOPMENT OF  
NEIGHBORHOOD, COMMUNITY, AND REGIONAL PARKS AND RECREATION LANDS  
AND FACILITIES.***

***The General Provisions, Local Grant Procedural Guide, Forms and individual Project Applications  
are attached hereto and made a part of and incorporated into the Contract.***

The District anticipates that WW Parks Bonds in the amount of \$3,046,374.00 will be issued for project.

CONTRA COSTA COUNTY DEPARTMENT OF  
CONSERVATION AND DEVELOPMENT

Grantee

By:   
(Signature of Authorized Representative)

John Kopchik  
(Print Name of Authorized Representative)

Title: Director of Conservation and Development

Date: 1-5-16

EAST BAY REGIONAL PARK DISTRICT

By:   
(Signature of Authorized Representative)

Robert E. Doyle  
(Print Name of Authorized Representative)

Title: General Manager

Date: 2/1/14

Approved as to Form:

  
District Counsel, EBRPD



## General Provisions

### A. Definitions

1. The term "Measure" as used herein refers to the revenue generated from the sale of bonds for the Program.
2. The term "Application" as used herein refers to the individual Project Application(s) and its required attachments for grants, pursuant to the enabling legislation and/or procedural guidelines.
3. Acquisition: means to obtain fee title or permanent easement for public access rights in real property.
4. The term "District" means the East Bay Regional Park District.
5. The term "Development" means improvements to real property for parks and recreation purposes, including but not limited to construction of new facilities, renovation or additions to existing facilities or historic preservation and protection. WW Local Grant Program funds may only be used for Capital Improvement.
6. The term "Grantee" as used herein means the party described as the Grantee on page I of this Contract. The term "Project" as used herein means the project described in the Brief Description of Project on the Project Application form.

### B. Project Execution

1. Subject to the availability of grant monies in the Measure, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page I, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Measure WW Park Bond Local Grant Procedural Guide, and under the terms and conditions set forth in this Contract.  
  
The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the District must be submitted to the District for approval.
2. The Grantee shall complete the Project in accordance within the time of Project Performance set forth on page I, and under the terms and conditions of this Contract.
3. The Grantee shall certify its compliance as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction Contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.

5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the District, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original scope of work in writing to the District.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition.
8. The Grantee shall provide public access to Project facilities commensurate with the intent of the Project.
9. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the District that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land that is held by the Grantee, as determined by the District.
10. The Grantee shall maintain and operate the property for a period that is commensurate with the type of Project and the proportion of District funds allocated to the capital costs of the Project. With the approval of the District, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use, sale or other disposition of the property, except as authorized by specific action of the District Board of Directors. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property or portion of the property is changed to a use that is not for parks and recreation, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a parks and recreation capital purpose, pursuant to agreement with the District as specified in this section, or shall be reimbursed to the District and be available for appropriation by the District Board of Directors only for an authorized purpose.
11. The Grantee shall post and maintain a funding acknowledgement sign at the Project site for three years following receipt of final payment for the project.

C. Project Costs

- I. The District may disburse to the Grantee the grant monies as follows, but not to exceed in any event, the total Grant Amount set forth of page I of this Contract:
  - a. The Grantee may request progress payments up to a total of up to 80% of the approved Project Application amount for eligible expenditures made on the project.
  - b. The remaining grant funds shall be paid up to the amount of the Application or the actual Project cost, whichever is less, on completion of the Project and receipt of a Completion Package of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall submit written Project Status Reports to the District every six months. The District shall withhold all payments until all Project Status Reports are properly submitted.
2. The Grantee shall make property and facilities developed pursuant to this Contract available for inspection upon request by the District.

E. Project Termination

1. Any Grant funds that have not been expended by the Grantee prior to the end of the performance period set forth on page I of this Contract shall revert to the District and be available for Appropriation by the District Board of Directors for one or more other projects for parks and recreation purposes.
2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of a Project. After Project commencement, this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the District.
3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Bond Measure may be cause for suspension of all obligations of the District hereunder. However, such failure shall not be cause for the suspension of all obligations of the District hereunder if in the judgment of the District such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

F. Hold Harmless

1. The Grantee shall waive all claims and recourse against the District including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of the District, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the District, 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. This includes claims, demands or causes of action that arise under Government Code Section 895.2 or otherwise, except for liability arising out of the concurrent or sole negligence of the District, its officers, agents, or employees.
3. The Grantee agrees that in the event the District is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the District of such fact and shall represent the District in the legal action, unless the District undertakes to represent itself as codefendant in such legal action, in which event the District shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the District agree that in the event of judgment entered against the District and the Grantee because of the concurrent negligence of the District and the Grantee, their

officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

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

#### G. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and make them available to the District for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records until December 31, 2021.

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

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

#### H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract only for the purposes for which the District grant monies were requested and no other use of the area shall be permitted except by specific written approval by the District.
2. The Grantee shall maintain and operate the property developed for 25 years after final payment of grant funds. The Grantee shall permit periodic inspection of the project by the District during this period and may be required to submit annual project status reports if requested by the District.

#### I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent those reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

#### J. Procedural Guidelines and Application Incorporation

The Project Application, Procedural Guidelines and Forms and any subsequent change or addition approved by the District is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

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

**AMENDMENT  
TO  
EAST BAY REGIONAL PARK DISTRICT  
MEASURE WW PARK BOND  
MASTER CONTRACT – LOCAL GRANT PROGRAM**

**MASTER CONTRACT No.: 314500**

**GRANTEE: Contra Costa County**

The East Bay Regional Park District (“District”) and Contra Costa County (“Grantee”), hereby amend the Master Contract – Local Grant Program dated February 1, 2016 as follows:

- I. The Section B (Project Execution), paragraph 10 and Section H (Use of Facilities), paragraph 2 shall be amended as follows:

Section B (Project Execution), paragraph 10

The Grantee shall maintain and operate the property for a period that is commensurate with the type of Project and the proportion of District funds allocated to the capital costs of the Project. With the approval of the District, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use, sale or other disposition of the property, except as authorized by specific action of the District Board of Directors. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements.

For Acquisition Projects, if the use of the property or portion of the property is changed to a use that is not for parks and recreation, or if the property is sold or otherwise disposed of, the Grantee shall either reimburse to the District, or apply to parks and recreation capital purpose (pursuant to agreement with the District as specified in this section), an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater. If funds are reimbursed to the District, such reimbursement will be available for appropriation by the District Board of Directors only for an authorized purpose.

For Development Projects, if the use of the property or portion of the property is changed to a use that is not for parks and recreation, the Grantee shall reimburse to the District an amount equal to (1) the amount of the grant, less (2) a credit based on straight depreciation for time, i.e. a percentage for each year of use. Such



reimbursement to the District will be available for appropriation by the District Board of Directors only for an authorized purpose.

Notwithstanding the above, in the event of an Extraordinary Circumstance, the Grantee shall be excused from performance hereunder during the time and to the extent that the public is prevented from using the property for community park and recreation purposes, including but not limited to, payment of the amount of the grant, fair market value of the real property, or proceeds from the sale or other disposition, whichever is greater. "Extraordinary Circumstance" is an occurrence that is beyond the control of the Grantee and could not have been avoided by exercising reasonable diligence, including without limitation, any act of God; national emergency; riot; war; terrorism; governmental act or direction; change in Laws; earthquake; storm; hurricane; flood, fire, or other natural disaster; or school closure for any reason.

Section H (Use of Facilities), paragraph 2

The Grantee shall maintain and operate the property developed for a minimum of 25 years after final payment of grant funds. The Grantee shall permit periodic inspection of the project by the District during this period and may be required to submit annual project status reports if requested by the District.

2. The contract amount will remain the same.
3. All other terms and conditions of the contract will remain in full force and effect.

CONTRA COSTA COUNTY DEPARTMENT OF  
CONSERVATION AND DEVELOPMENT

Grantee

By:   
(Signature of Authorized Representative)

John Kopchik  
(Print Name of Authorized Representative)

Title: Director of Conservation and Development

Date: March 7, 2017

EAST BAY REGIONAL PARK DISTRICT

By:   
(Signature of Authorized Representative)

Robert E. Doyle  
(Print Name of Authorized Representative)

Title: General Manager

Date: 3/14/17

APPROVED AS TO FORM:

By: Kristina Kelch  
District Counsel

Date: 2/1/17

EAST BAY REGIONAL PARK DISTRICT

RESOLUTION NO.: 2021 – 05 - 136

May 18, 2021

**AUTHORIZATION TO AMEND THE 2021 BUDGET, APPROPRIATE FUNDS, APPROVE TIME  
EXTENSION AND CLOSE MEASURE WW LOCAL GRANT PROGRAM PROJECTS**

WHEREAS, on November 4, 2008, the voters in Alameda and Contra Costa counties approved Measure WW: Regional Open Space Wildlife, Shoreline and Parks Bond Extension; and

WHEREAS, of the \$500 million bond extension, \$125 million (25%) of the bond proceeds are allocated to the Local Grant Program to fund park and recreation projects of cities and other local communities; and

WHEREAS, on January 13, 2009 (Resolution 2009-1-011), the Board of Directors approved the Measure WW Local Grant Program Procedural Guidelines; and

WHEREAS, on January 13, 2009, (Resolution 2009-1-016) the Board of Directors approved a resolution of intention which authorizes the reimbursement of expenditures, including such incurred pursuant to the establishment of the Measure WW Local Grant program, from future bond proceeds; and

WHEREAS, on May 15, 2018, (Resolution 2018-05-116), the Board of Directors approved a resolution to extend the expiration of the WW Local Grant Program for three years, to December 31, 2021; and

WHEREAS, the Park District received one (1) project applications from City of Hercules prior to the March 31, 2021 application deadline; and

WHEREAS, staff has reviewed the application and recommends the appropriation of \$60,324.12 to fund the project and recommends budget increases for two (2) projects valued at \$45,621.86 in 2021 Measure WW Local Grant Funds; and

WHEREAS, local agencies have completed ten (10) Measure WW Local Grant Program projects;

WHEREAS, the Park District has received three written time extension requests and additional agencies may require more time to complete project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the East Bay Regional Park District hereby:

- I. Appropriates \$105,945.98 for Measure WW grants to other agencies, in various project budgets as described in Attachment I, brings the total appropriation of Measure WW Local Grant funds to \$123,364,702.34; and

2. Formally closes ten (10) Measure WW Local Grant Program projects as described in Attachment 2; and
3. Authorizes the adjustment of budgets and transfer of funds between WW Local Grant projects accounts within the total amount granted each agency and within the total appropriation authorized by this resolution, without additional approval from this Board; and
4. Extends the expiration of the WW Local Grant Program for three years, to December 31, 2024.

BE IT FURTHER RESOLVED that the General Manager is hereby authorized and directed on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary to accomplish the intentions of this resolution.

Moved by Director Lane, and seconded by Director Wieskamp, and adopted this 18<sup>th</sup> day of May 2021, by the following vote:

FOR: Colin Coffey, Ellen Corbett, Elizabeth Echols, Beverly Lane, Dee Rosario, Dennis Waespi, Ayn Wieskamp.

AGAINST: None.  
ABSTAIN: None.  
ABSENT: None.

  
Dee Rosario  
Board President

**CERTIFICATION**

I, Yolande Barial Knight, Clerk of the Board of Directors of the East Bay Regional Park District, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 2021-05-136 adopted by the Board of Directors at a regular meeting held on May 18, 2021

  
Yolande Barial Knight

	A	B	C	D	E	F	G
1	<b>Attachment I - 2021 Application Recommended to continue in the Approval Process</b>						
2	<b>Agency</b>	<b>Project Name</b>	<b>Project #</b>	<b>Fund Source</b>		<b>Project Amount</b>	
3	City of Hercules	Beechnut Mini Park Renovation	312003	WL20		\$60,324.12	
4			<b>Sub-total</b>			<b>\$60,324.12</b>	
5							
6	<b>2021 Budget Increase</b>						
7	<b>Agency</b>	<b>Project Name</b>	<b>Project #</b>	<b>Fund Source</b>	<b>Cuurent Amount</b>	<b>Budget Increase</b>	<b>New Amount</b>
8	Unincorporated Alameda	Sunol Glen Playground & Outdoor Recreational Park	311303	WL03	\$420,808.00	\$9,914.00	\$430,722.00
9	City of El Cerrito	Hillside Nature Area Trail Entry and Signage Improvements Phase I	311908	WL19	\$48,000.00	\$35,707.86	\$83,707.86
10							
11			<b>Sub-total</b>			<b>\$45,621.86</b>	
12							
13		<b>Total Appropriation</b>				<b>\$105,945.98</b>	

	A	B	C	D	E
1	<b>Attachment 2 - 2021 Measure WW Local Grant - Project Closures</b>				
2	<b>Agency</b>	<b>Project Name</b>	<b>Project #</b>	<b>Fund Source</b>	<b>Project Amount</b>
3	Berkeley	Berkeley Rose Garden Renovation Phase I	310217	WL02	325,000.00
4	Fremont	California Nursery Historical Park President's House Renovation	310516	WL05	300,000.00
5	Oakland	Children's Fairyland Entryway Improvements	310707	WL07	495,771.43
6	Oakland	Golden Gate Recreation Center Expansion	310714	WL07	2,268,300.00
7	Oakland	Peralta Hacienda Park Improvements	310721	WL07	170,000.00
8	Brentwood	City-Wide Park Shade Improvements - Phase III	311509	WL15	11,845.55
9	El Cerrito	Huber Park Improvements	311903	WL19	198,292.14
10	El Cerrito	Fairmont Park Improvements Phase I	311907	WL19	359,093.48
11	Lafayette	Lafayette Open Space Nature Park - Purchase of APN 239-100-001	312105	WL21	149,600.30
12	Unincorporated Contra Costa	Tice Valley Pocket Park and Pathway	314503	WL45	623,187.00
13					
14				<b>Total</b>	<b>\$4,901,089.90</b>