

RESOLUTION NO. 2002-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE APPROVING THE APPLICATION FOR GRANT FUNDS FOR PROJECT GF-34-016/ BIKE PATH

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Department of Parks and Recreation require the City of Elk Grove to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the City of Elk Grove will enter into a contract with the State of California for subject project; and

WHEREAS, the bike path project is Categorically Exempt in accordance with CEQA Guidelines Section 15304 and has been determined to not have a significant effect on the environment and is therefore exempt from the provisions of CEQA;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove

1. Approves the filing of an application for local assistance for the above project; and
2. Certifies that the City of Elk Grove understands the assurances and certification in the application form; and
3. Certifies that the City of Elk Grove has or will have sufficient funds to operate and maintain the project; and

4. Certifies that the City of Elk Grove has reviewed and understands the General Provisions contained in the Project Contract shown in the Procedural Guide; and

5. Appoints the City of Elk Grove Public Works Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED by the City Council of the City of Elk Grove,

State of California, this 6th day of February, 2002.



MICHAEL P. LEARY, MAYOR

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY MANZANETTI,
CITY ATTORNEY

AYES: Leary, Scherman, Soares,
Cooper, Briggs
NOES: None
ABSTAIN: None
ABSENT: None

**State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

APPLICATION FOR LOCAL ASSISTANCE GRANT

PROJECT NAME <p align="center">BIKE PATH</p>	GRANT AMOUNT \$ <p align="right">98,500.00</p> ESTIMATED TOTAL PROJECT COST (State Grant and other funds) \$ 250,000.00																
GRANTEE (Agency and address-including zip code) City of Elk Grove Public Works 8400 Laguna Palms Way Elk Grove, CA 95758	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">COUNTY</td> <td style="width:50%;">NEAREST CITY</td> </tr> <tr> <td>Sacramento</td> <td>Sacramento</td> </tr> <tr> <td colspan="2">PROJECT ADDRESS</td> </tr> <tr> <td colspan="2">Grove Street, Elk Grove, CA</td> </tr> <tr> <td colspan="2">NEAREST CROSS STREET</td> </tr> <tr> <td colspan="2">Elk Grove-Florin St.</td> </tr> <tr> <td>SENATE DISTRICT NO.</td> <td>ASSEMBLY DISTRICT NO.</td> </tr> <tr> <td>05</td> <td>10</td> </tr> </table>	COUNTY	NEAREST CITY	Sacramento	Sacramento	PROJECT ADDRESS		Grove Street, Elk Grove, CA		NEAREST CROSS STREET		Elk Grove-Florin St.		SENATE DISTRICT NO.	ASSEMBLY DISTRICT NO.	05	10
COUNTY	NEAREST CITY																
Sacramento	Sacramento																
PROJECT ADDRESS																	
Grove Street, Elk Grove, CA																	
NEAREST CROSS STREET																	
Elk Grove-Florin St.																	
SENATE DISTRICT NO.	ASSEMBLY DISTRICT NO.																
05	10																

Grantee's Representative Authorized in Resolution

	Public Works Director	(916) 683-7111
Name (type)	Title	Phone

Person with day-day responsibility for project (if different from authorized representative)

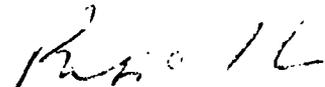
Name(type)	Title	Phone

Brief description of project

On street bicycle facility on Grove Street which runs parallel and to the south of Elk Grove Boulevard. The bike route includes a bike/pedestrian tunnel where Grove St. meets the Union Pacific Railroad Tracks

For Dev. projects Land Tenure - Project is: _____ acres: _____ Acres owned in fee simple by Grant Applicant _____ Acres available under a _____ year lease _____ Acres other interest (explain) _____	For Acquisition projects-Projects will be _____ acres _____ Acquired in fee simple by Grant Applicant _____ Acquired in other than fee simple (explain) _____
---	--

I certify that the information contained in this project application form, including required attachments, is accurate.

Signed <u></u> Grantee's Authorized Representative as shown in Resolution	_____ Date
---	---------------

APPENDIX B
GRANT CONTRACT

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

GRANTEE

PROJECT TITLE

PROJECT NUMBER

Funds available from

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

PROJECT DESCRIPTION

Total Grant Amount not to exceed (or project costs, whichever is less)

Grantee

By _____
 Title _____

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

Date SAMPLE _____

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By _____

By _____

Title _____

Date _____

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE	CONTRACT NUMBER	PROJECT NO	FUND		
ADJ. INCREASING ENCUMBRANCE \$	APPROPRIATION				
ADJ. DECREASING ENCUMBRANCE \$	ITEM	CALSTARS VENDOR NO			
UNENCUMBERED BALANCE \$	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL	
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT/WORK PHASE
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance			T.B.A. NO.	B.R.No.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

**Grant Contract
Special Provisions**

General Provisions

A. Definitions

1. The term "State" and used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Appropriation for the Program.
3. The term "Project" as used herein means the project described on page 1 of this Contract.
4. The term "Grantee" as used herein means the party described as the Grantee 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 enabling legislation and/or program.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Grantee a sum of money (grant moneys) not to exceed the amount stated on page 1 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.

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 State must be submitted to the State for approval.
2. Grantee shall 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. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.)
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations effecting development projects, including, but not limited to, legal requirements for construction contracts, building codes health and safe codes, and disabled access laws.
5. Grantee shall permit periodic site visits by the State to determine if development work is in accordance with the approved Project Scope including a final inspection upon Project completion.
6. Grantee agrees to submit any significant deviation from the original Project Scope to the State for prior approval.
7. If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances effecting relocation and real property acquisition.
8. Grantee shall provide for public access in accordance with the intent and provisions of the enabling legislation and/or program.

C. Project Costs

The Grant-moneys to be provided Grantee under this Contract may be disbursed as follows:

1. If the Project includes acquisition of real property, the State may disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this Contract:
 - a. When acquisition is through negotiated purchase, State may disburse the amount of the State approved purchase price together with State approved costs of acquisition when an escrow is opened.
 - b. When acquisition is allowed pursuant to this Act through proceedings in eminent domain, State may disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.
 - c. In the event Grantee abandons such eminent domain proceedings, Grantee shall bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.
2. If the Project includes development, the State may disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth of page 1 of this Contract:
 - a. Up to ten percent of the total grant for preliminary costs.
 - b. On proof of award of a construction contract or commencement of construction by force account, up to ninety percent of the total grant, or the actual cost, whichever is less.
 - c. Remaining grant funds shall be paid up to the amount of the Grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. Grantee shall promptly submit such reports as the State may request. In any event Grantee shall provide State a report showing total final Project expenditures.
2. Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. Grantee shall use any moneys advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant moneys are advanced, the Grantee shall place moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the Project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the Grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State 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.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee 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 Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant moneys disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.

5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. Grantee shall 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. Grantee shall 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. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee 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. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and 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. Grantee shall indemnify, hold harmless and defend the State, 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. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

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

Grantee and State 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. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with grant moneys under this Contract only for the purposes for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State Grant funds and local funds allocated to the capital costs of the Project.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of resident and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State 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 or applications 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.