

RESOLUTION NO. 88-147

AN RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIDGECREST APPROVING A
CONTRACT BETWEEN THE COUNTY OF KERN AND
THE CITY OF RIDGECREST FOR DEVELOPMENT
OF THE OFF-HIGHWAY VEHICLE PARK

THE CITY COUNCIL OF THE CITY OF RIDGECREST RESOLVES that the
attached contract be and the same is hereby approved and that
execution of the Resolution constitutes execution of the contract.

APPROVED AND ADOPTED this 19th day of October 1988, by the
following vote:

AYES: Mayor Mower, Councilmember Bergens, Corlett, Condos,
and Lilly

NOES: None

ABSTAIN: None

ABSENT: None



Michael R. Mower, Mayor

ATTEST:



Joni Ridgway, Acting City Clerk



NOV 16 11:37

AGREEMENT
FOR
OFF-HIGHWAY VEHICLE PARK DEVELOPMENT
(County - City of Ridgecrest)

THIS AGREEMENT, made and entered into this 8th day of November, 1988, by and between the COUNTY OF KERN (hereinafter referred to as "County") and the CITY OF RIDGECREST (hereinafter referred to as "City"),

W I T N E S S E T H:

WHEREAS, the City intends to develop an off-highway vehicle park (hereinafter referred to as "said park") and that the development of said park will require the expenditure of funds for developing campsites, off-highway vehicle race track, restrooms and other related amenities; and

WHEREAS, County has determined to provide the sum of fifty-five thousand dollars (\$55,000), by way of participation in the development of said park, as a means of furthering public recreation in the area served by the City; and

WHEREAS, both the County and City have the legal power to provide public recreation facilities and expend funds therefor;

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Subject to the terms and conditions contained in this Agreement, County shall contribute the total sum of fifty-five thousand dollars (\$55,000) to assist with the development of said park on property leased by City from the United States Department of Interior, Bureau of Land Management (BLM) and located

approximately nine (9) miles southeast of the City off Highway 395.

2. Upon request from the City, County shall make the sum of fifty-five thousand dollars (\$55,000) available to the City to assist with the development of said park on the condition that the City provide the County with: (a) documentation that the State of California (hereinafter referred to as "State") has approved the plans for said park and (b) documentation that the State has agreed to and made funding available for the development of said park.

3. City is solely responsible for all aspects of the development of said park. County shall not be liable, or responsible in any way, for any expenses incurred for, or relating to, the development of said park, including, but not limited to, any costs related to the construction of said park.

4. Said park shall be completed and open for use within eighteen (18) months after the State has approved the plans for said park. If said park is not completed and open for use within eighteen (18) months after the State has approved the plans for said park, the City shall reimburse to the County the full amount of County's contribution, fifty-five thousand dollars (\$55,000), within ten (10) days after receipt of a written request from the County. City and County can agree to extend the time for the completion and opening of said park provided that the agreement for the extension is in writing and executed by duly authorized agents of both the City and County.

5. Prior to, and after said park is open for use, City shall have sole ownership thereof. County shall have no responsibility for said park except to contribute funds as provided herein.

6. After said park is open for use, City shall maintain, operate, repair and make said park available for public recreation purposes. County shall not be liable, or responsible in any way, for any expenses incurred for, or relating to, the maintenance, operation, or repair of said park. Upon opening for use, said park shall be available for use by all citizens of the County.

7. City shall indemnify, defend, and hold County, its officers, agents, employees, and each of them, harmless from: (a) any and all liability, claims, actions, demands, damages, costs, or expenses (including attorney's fees) arising out of the performance, or attempted performance, of this Agreement; (b) any and all liability, claims, actions, demands, damages, costs, or expenses (including attorney's fees) which arise out of, or are caused by, any acts of the City (or the acts of any of the City's officers, agents, employees, or independent contractors employed by the City) relating to said park, both prior to and after said park is open for use; (c) from any and all liability, claims, actions, demands, damages, costs, or expenses (including attorney's fees) which arise out of or are caused by the condition of said park, or a portion of said park, both prior to and after said park is open for use; and (d) from all liability,

claims, actions, demands, damages, costs, or expenses (including attorney's fees) arising out of, or caused by any aspect whatsoever of, the development, maintenance, operation, or repair of said park. This paragraph is intended to: (1) allocate ultimate financial responsibility so that City shall have sole financial responsibility for any liability, claim, action, demand, damage, cost, or expenses (including attorney's fees) described herein; and (2) require City to defend County, its officers, agents, employees, and each of them, from any person or entity making any claim or demand, or instituting any action relating to any of the matters described herein.

8. County shall be entitled to recover its reasonable attorney's fees from City in the event City's breach of the terms and provisions of this Agreement.

9. Any notices which must be given during the performance of this Agreement shall be sufficient if personally served upon the Clerk of the Board of Supervisors of the County or the Clerk of the City, or if sent by mail, addressed as follows:

To District: City Manager
 City of Ridgecrest
 139 Balsam Street
 Ridgecrest, California 93555

To County: Clerk of the Board of Supervisors
 County of Kern
 Administration and Courts Building
 1415 Truxtun Avenue
 Bakersfield, California 93301

10. It is agreed by the parties that all of the actions to be taken pursuant to this Agreement, except for the contribution of fifty-five thousand dollars (\$55,000), shall be undertaken by

City in accordance with the laws and regulations pertaining to said City. County shall have no responsibility under this Agreement except to contribute funds as hereinbefore specified. Upon completion of said park, the City shall file with the County Director of Parks and Recreation its Final Project Report on the expenditure of said funds.

11. This Agreement shall continue in effect until it is rescinded or terminated by a duly executed written agreement between County and City.

IN WITNESS WHEREOF, the parties have executed this Agreement, acting through their respective duly authorized agents and officers on the date written above.

APPROVED AS TO CONTENT:
County Parks & Rec. Dept.

By *Frank A. [Signature]*

COUNTY OF KERN

By *Roy [Signature]*
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Office of County Counsel

By *[Signature]*
Deputy

"County"

APPROVED AS TO CONTENT:
Ridgecrest City Manager

By *[Signature]*

CITY OF RIDGECREST

By *[Signature]*

APPROVED AS TO FORM:
Ridgecrest City Attorney

By *[Signature]*

"City"