

RESOLUTION NO. 3996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE FRIENDS
OF PROSPECT PARK RELATING TO IMPROVEMENTS AND SOLICITATION
OF FUNDS FOR PROSPECT PARK

By it hereby resolved by the City Council of the City of
Redlands as follows:

SECTION ONE. The City Manager of the City of Redlands is
hereby authorized and directed to execute on behalf of said City
an Agreement with the Friends of Prospect Park, a local non-
profit group, relating to the improvements and soliciting for
funds for Prospect Park, a copy of which is attached hereto, marked
Exhibit "A" and incorporated herein by reference.

ADOPTED, SIGNED AND APPROVED this 16th day of October
1984.

Carole Beswick
Mayor of the City of Redlands

ATTEST:

Gavrie Poyner
City Clerk

I hereby certify that the foregoing resolution was duly adopted
by the City Council of the City of Redlands at a regular meeting
thereof, held on the 16th day of October 1984, by the following
vote:

AYES: Councilmembers Johnson, DeMirjyn, Martinez, Larsen;
Mayor Beswick
NOES: None
ABSENT: None

Gavrie Poyner
City Clerk

PROSPECT PARK AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of October, 1984, by and between the City of Redlands, a municipal corporation and the Friends of Prospect Park, Inc., a non-profit corporation, hereinafter referred to as "Friends." City and Friends agree as follows:

1. Recitals

- a. City owns a park within the city limits known as Prospect Park located at the southwest corner of Cajon and Highland Streets.
- b. Friends are desirous of raising funds to assist the City in the development and maintenance of Prospect Park and promoting Prospect Park.
- c. It is in the public interest to both parties to share jointly in the development and maintenance of said park as hereinabove described in order to fully utilize said park for the benefit of the citizens of the City of Redlands and the State of California.
- d. Both parties hereto desire to share jointly in the further development and the maintenance of said park in order to provide for park and recreation activities.

2. Term

The term of this agreement shall be for a period of twenty-five (25) years commencing July 1, 1984 and ending June 30, 2009. The term herein provided may be extended from time to time by the mutual written agreement of both parties.

3. Design and Installation of Facilities

Friends shall be permitted to design and construct or install necessary apparatus and structures in order to provide multiple park and recreational use and parking on the park grounds hereinabove described. Improvements provided by the Friends hereunder shall be located in accordance with the mutual agreement of the parties. Any improvements constructed by the Friends hereunder shall be in accordance with City's specifications and City and State Codes and the joint requirements of the parties hereto.

4. Location and Ownership

The improvements as provided herein shall be maintained on the aforescribed Prospect Park grounds and shall at all times be and remain the property of the City. City, at its discretion, may add improvements to said City park.

5. Cost of Construction

Mutual agreement of payment of costs for construction and improvement shall be accomplished prior to the work having been assigned.

6. Maintenance of Improvements

Mutual agreement on maintenance of improvements shall be accomplished prior to the construction of said improvements.

7. Utilities

City shall bear the cost of all utilities necessary for the maintenance and operation of Prospect Park.

8. Hold Harmless

Friends agree to indemnify and hold City harmless from any loss, liability, claim, suit or judgement resulting from work done or omitted by the Friends in carrying out this agreement. Additionally, the City agrees to indemnify and hold Friends harmless from any loss, liability, claim, suit or judgement arising out of public park use of the grounds covered by this agreement by members of the public when said grounds are not in use for a Friends sponsored event.

City agrees to indemnify and hold Friends harmless from any loss, liability, claim, suit or judgement resulting from work or acts done or omitted by City in carrying out this agreement.

9. Rules and Regulations

City and Friends agree to jointly formulate rules and regulations for use of said park grounds and to enforce said rules for their respective uses provided for herein. Said rules are subject to the review and approval of the Parks Commission.

10. Non-Assignable

Both parties agree not to assign any right or privilege connected with this agreement.

11. Grants by State of California

It is understood and agreed by the parties hereto that the terms and provisions of this agreement are contingent upon the awarding by the State of California, Department of Parks and Recreation, of grants for this project.

12. Notices

All notices herein required shall be in writing and delivered in person or sent by first class mail, postage prepaid, addressed as follows:

City of Redlands
Community Services Dept.
P. O. Box 280
Redlands, CA 92373

Friends of Prospect Park, Inc.
Board of Directors
P. O. Box 566
Redlands, CA 92373

13. Entire Agreement

This agreement represents the entire agreement between the parties hereto, and said agreement can only be amended by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first hereinabove written.

CITY OF REDLANDS

Carole Beswick
Mayor of the City of Redlands

FRIENDS OF PROSPECT PARK, INC.

Julius H. Blakeley
President

ATTEST:

Janice Rogers
City Clerk