

AGREEMENT FOR JOINT USE OF DOUGLAS RANCH SCHOOL PARK PROPERTY

This Agreement made and entered into on this 10th day of August, 1999, by and between the Eureka Union School District, a public school district, hereinafter referred to as "District", and the County of Placer, hereinafter referred to as "County".

WITNESSETH

Whereas, the County has approved the Douglas Ranch Project, SUB-345/CUP-2030, hereinafter referred to as the "Project" which designates and reserves a future school site for the District and a park site for the County; and

Whereas, Education Code Section 10900, et seq., authorizes the parties hereto to enter into agreement for community recreation programs; and

Whereas, the District is in the process of purchasing a five-and-a-half (5.5) acre school site adjacent to a four-and-a-half (4.5) acre County park site designated in the Project. (Both the School and Park site are shown in Exhibit "A"); and

Whereas, the County and District are desirous of jointly using turf and baseball diamond portion of the park site for play field purposes and a portion of the school site for community recreation; and

Whereas, this joint use will maximize the use of the play-grounds and buildings for the County and District and will lower land and facilities costs for both parties and the community.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained **IT IS AGREED** by and between the County and District hereto as follows:

1. Douglas Ranch Park is located east of Douglas Ranch Court and north of Douglas Boulevard in Granite Bay. The "PARK PREMISES" is described as the entire area of Douglas Ranch Park, including the baseball diamond. The baseball diamond is hereinafter referred to as the "DIAMOND" and is shown on the attached Exhibit A.
2. County hereby grants to District the right to use the turf area and DIAMOND shown on Exhibit A attached hereto for "play field" purposes. "Play field" purposes shall include school activities such as turf activities, physical education classes, athletic events, outdoor education and other similar activities. The District has exclusive rights to the County's 4.5-acre park during regular school hours (7:30 a.m. - 4:00 p.m.) in a regular school year (180 student days) from last week of August-second week of June, excluding holidays, except for the portion of the park which consists of small children's play area and rest rooms, which will remain the exclusive use of the County, year round. These exclusive facilities may be used by the District upon receiving approval from the County.

The Parks Administrator and Superintendent of the District will agree to the location of the children's play area and restroom. The intent is for the children's play area and restrooms to be located on the side of the park, away from the school buildings, and be easily accessible from the street and paving area.

3. The County may also grant the District the right to the DIAMOND for after school activities. Each year, the County accepts requests for reservations of all County ball fields in January. The District Superintendent will meet annually in March with the County Parks Administrator to establish a schedule for the District's use of the DIAMOND for after school activities, when the DIAMOND is not scheduled for the ball leagues from the Granite Bay community. The County will have primary use of the DIAMOND and will give preference to scheduling the DIAMOND to organized leagues from Granite Bay during after-school hours. Should the District be granted after school use of the DIAMOND, in addition to the exclusive use periods, then the District may become responsible for all maintenance requirements, pursuant to term #11, below.

The County will retain rights of access year round to the children's play area as described in paragraph #2 of this agreement.

4. The District hereby grants the County the right to use the 5.5-acre school site shown on Exhibit A, for community recreation purposes when the property is not needed for school purposes. The County has first use rights to use the Districts' hard court areas, multi-purpose room, and designated rooms after District use. Annually, in spring (generally March – May), District and County will meet to establish the schedule for the County's use of hard court areas, multi-purpose and designated rooms for County's recreational use as follows:
 - a) The County will have the right to use the outdoor hard court areas daily after school, weekends and during vacation periods (including summer break), unless the school has an athletic team practice, special event or holds summer school on this site.
 - b) The County will have the right to use established meeting rooms daily after school, weekends and during vacation periods, including summer break. Designated rooms will be scheduled with school Principal. County will obtain rights of use after use is confirmed in writing with school Principal.
 - c) The County will have the right to use the multi-purpose room for use of up to two (2) consistent nights per week (Monday through Thursday) during school year, from 6:00 p.m. - 10:00 p.m. Additional evening time may be made available depending upon school use, season, dates, time, etc. When not needed by the District, the multi-purpose room will also be available to County for use on weekends, year round, and during holiday and vacation periods including summer months.

- d) Bumping Rights - Once during any 90-day period, either party has the right to bump for use of their own annually scheduled facilities, provided written notice is given to both parties one month in advance of facility need. If bumping takes place, alternate facilities will be made available.
5. Annual pre-arranged use of facilities by either party is without cost (i.e., custodial or staff) to either party, except in the case of necessary additional clean-up, or utility use due to exceptional facility use (additional non-scheduled uses). Where practical, County staff may be authorized by District to be custodian and supervisor of school facility during County use of school facilities. When the County uses school facilities when District custodial staff is not scheduled, his/her time must be paid by the County or organization using the facilities.
6. The County Parks Administrator and the District Superintendent will mutually design the layout of the combined 10-acre school/park site to best utilize the total space for educational and recreational purposes. County standards will be utilized for all park development and State/District standards will be utilized to develop all educational buildings, and parking areas.
7. The County grants the District the right to improve the park property, if the property is needed for school purposes before the property is developed as a park. Any and all improvements made by the District shall be in accordance with County's plans and specifications for this park and shall be approved in advance by the County Parks Administrator. The County will reimburse the District for all approved costs on the park property within ten years from the date of completion or at the County's option they may convey the park property and improvements to the School District.
8. The District grants the County the right to build the multi-purpose facility, if needed, for recreation prior to the District's ability to construct the facility. The multi-purpose facility shall be constructed by State/District standards and be approved in advance by the District Superintendent. The District will reimburse the County for all approved costs for the multi-purpose facility within ten years from the date of completion.
9. The County and District each reserve the right, at their sole discretion, when and if special circumstances require, to make necessary changes or improvements to the facilities included in this agreement as shown on the diagrams and maps. These improvements must maintain the compatibility of facilities for joint use by the District and County. Improvements shall not lessen the educational programs of the District or the recreational programs of the County.

10. The County has the financial responsibility to develop the PARK PREMISES pursuant to the Conditions of Approval Nos. 32, 33, 34, 35, 36, and 37 for the Douglas Ranch project, and the District has the financial responsibility to develop a portion of the educational buildings, , parking lot and the landscaping around the buildings. Should the County develop District property turf play area adjacent to park area, the District agrees to reimburse County for these costs.
11. For maintenance on a regular basis, an acceptable maintenance plan shall be mutually agreed upon by both parties at the annual planning meeting, held each March. Acceptable time periods for the use of noise making maintenance activities, such as mowing and blowing leaves, shall be included in the maintenance plan. The minimal maintenance requirements of turf areas during the year will include: 1) Aeration of turf areas, 2x/yr.; 2) Weekly mowing during the turf growing season; 3) Fertilizing, 3 times/yr.; 4) An irrigation trouble-shooting schedule.

Once the overall site is developed, the District will maintain all educational buildings hard court area, parking lot and landscaped areas including turf around school buildings and the County will maintain the PARK PREMISES. If the County wants the District to maintain the PARK PREMISES, the County will reimburse the District for reasonable and appropriate costs. The County will maintain the Diamond between the hours of 7:30 a.m. and 4:00 p.m. weekdays at reasonable times when the maintenance functions will not interfere with scheduled school activities, during the regular school year.

During the District's period of exclusive use of the DIAMOND, the District shall be responsible for any necessary dragging, lining and watering down of the infield the District may desire. Should the District be granted after school use of the DIAMOND for periods exceeding 30 consecutive calendar days, then the County may choose to make the District responsible for all maintenance requirements of the DIAMOND, during these exclusive use periods, pursuant to the maintenance specifications contained in the annual maintenance plan. The District may, with prior approval of the County, agree to reimburse the County for all reasonable and appropriate costs to maintain the DIAMOND during these periods of exclusive use.

Either party shall report any defects or dangerous conditions in or on the other party's facilities within twenty-four hours of discovery. In addition, immediate repair, replacement or protection of property shall be immediately addressed either on a temporary or permanent basis by party discovering hazard.

12. The District has the responsibility to clean up the park area at the end of the school day, athletic practice or game in order for the County to utilize the playground property for recreation. The County has the responsibility clean up the multi-purpose facility, hard court and meeting rooms after evening or

weekend use so the facility is properly ready for school use. It is the respective party's responsibility to reimburse the other party for expenses incurred for repair, or replacement of facilities damaged during use to District or County standards.

13. **INDEMNIFICATION.** Both parties agree that these Indemnification requirements shall be modified after the school and park facilities are constructed. A description of the facilities and their location shall be included in the revised Indemnification clause. The following indemnification requirements shall be in full force and effect until modified. Each party shall indemnify and hold harmless from liability the other party, its officers, agents, servants or employees while acting as such from all damages, costs or expenses which any of them shall become obligated to pay by reason of any liability imposed by law because of injury or death of any person received or suffered by reason of operation by each party of its own program upon said property. Each party hereto shall take out and maintain a policy of liability insurance or establish a self-insurance program in the manner provided by law. Placer County and District agree to maintain minimum limits of \$1,000,000 general liability insurance per occurrence, during the life of this Agreement. Placer County and District also agree to maintain workers' compensation insurance for their respective employees.

As used above, the term Placer County means Placer County or its officers, agents, employees, and volunteers.

14. **INSURANCE.** Each party hereto shall take out a policy of liability insurance or establish a self-insurance program in the manner provided by law. County and District agree to maintain minimum limits of \$1,000,000 general liability insurance, per occurrence, during the life of this Agreement. County and District also agree to maintain workers' compensation insurance for their respective employees.

District shall be solely responsible for maintaining property insurance coverage for all school site facilities. County shall maintain property insurance coverage for all park site facilities. Any losses which occur shall be covered by the respective policy of insurance.

15. The District and County shall be responsible, respectively, for said areas during the period of their respective sponsorship, and each will bear the cost of all necessary expenditures.
16. This agreement between the County and District covering said facilities as described in paragraph #2 and #4 shall grant and convey to each party rights of use for a term of forty (40) years. This right of use shall become effective as of first day of operation for the new school. Following the expiration of the forty (40) year term, both parties shall have the continuing right to utilize said facilities on a year-to-year basis. Such a year-to-year use may only be terminated by mutual consent of the parties not less than 90 days in advance of the beginning of

the new fiscal year (July 1). This agreement may be amended at any time, provided either party be given written notice of the intent to open discussion for amendment purposes. The County reserves the right to convey the park property to the District during the forty (40) year term or after.

- 17. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.
- 18. All notices or other communications required or permitted by this agreement shall be in writing and shall be duly served and given when personally delivered or deposited in the United States mail in certified or registered form, postage prepaid, addressed as follows:

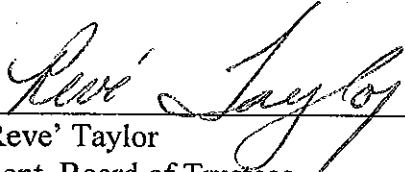
DISTRICT
Eureka Union School District
5455 Eureka Road
Granite Bay, California 95746

COUNTY
County of Placer
Department of Facility Services
11476 "C" Avenue
Auburn, CA 95603
ATTN: Parks Administrator

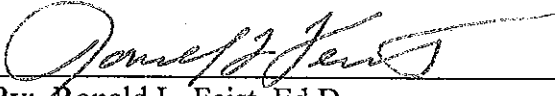
- 19. ATTORNEYS' FEES. In the event of a dispute between the parties arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suits incurred by the prevailing party.
- 20. The terms and provisions contained in this agreement constitute the entire agreement of the parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.
- 21. This agreement may be amended upon mutual agreement of both parties.

IN WITNESS WHEREOF, the COUNTY and LEAGUE have executed this Agreement this date and year as written hereinafter.

DISTRICT: EUREKA UNION SCHOOL DISTRICT

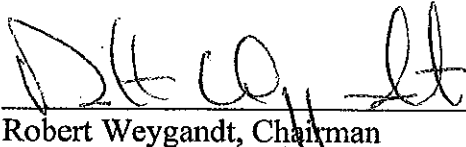
By: 
By: Reve' Taylor
President, Board of Trustees

Date: 7/20/99

By: 
By: Ronald L. Feist, Ed.D
District Superintendent and Secretary to
Board of Trustees

Date: 7/20/99

COUNTY: COUNTY OF PLACER

By: 
Robert Weygandt, Chairman
Board of Supervisors

Date: 8/10/99

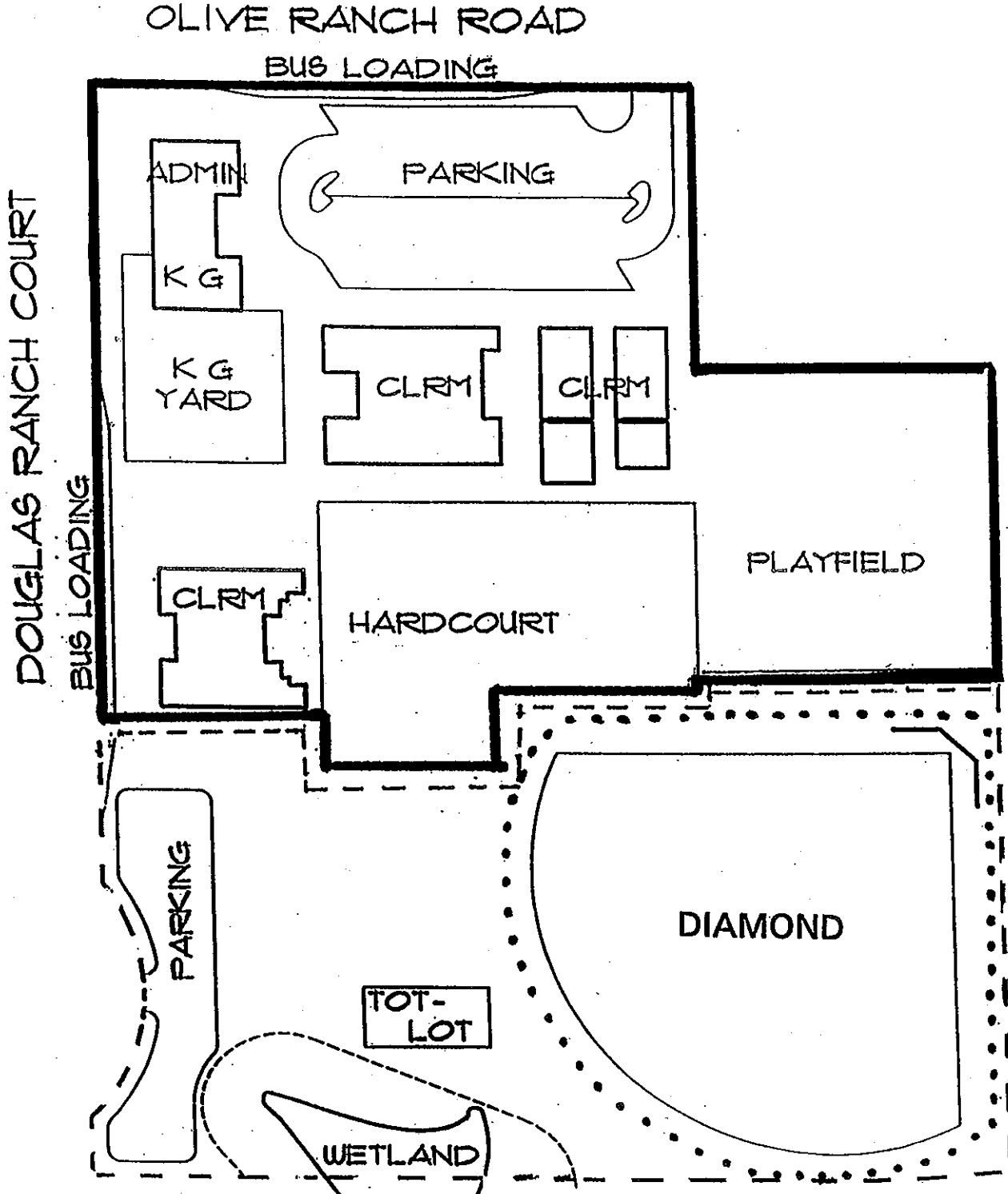
APPROVED AS TO FORM:

COUNTY COUNSEL

By: 
Scott Finley, Senior Deputy County Counsel

Date: 7-29-99

DOUGLAS RANCH PARK AND SCHOOL CONCEPTUAL PLAN



NOTES

- SCHOOL SITE
- - -** PARK PREMISES
- THE DIAMOND