

12155

**JOINT USE AGREEMENT
FOR RONALD L. FEIST PARK**

This Joint Use Agreement, hereinafter "Use Agreement," made and entered into this _____ day of _____, 2005, by and between the Roseville Joint Union High School District, a public school district organized and operating pursuant to the California Education Code, hereinafter referred to as "District" and the County of Placer, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the Ronald L. Feist Park, hereinafter "Feist Park" is an 18-acre park located north of Elmhurst Drive, west of Twin Schools Road, and east of Granite Bay High School adjacent to the Treelake Village area in the community of Granite Bay; and

WHEREAS, both the District and the County are authorized by the California Education Code (commencing with Section 10900) to cooperate and enter into agreements to organize, promote and conduct programs of community recreation, to establish a system of playgrounds and recreation and to acquire, construct, improve, maintain, and operate recreation centers; and

WHEREAS, the District operates Granite Bay High School (referred to herein as "High School" or "School Site") adjacent to Feist Park.

WHEREAS, Feist Park has been designed with several sports fields and at the request of the District, County has designated an area in the park for tennis courts that would be used jointly by the County and the District; and

WHEREAS, a portion of the District's property may be required for the construction of such tennis courts; and

WHEREAS, the County desires to grant certain rights to District related to the joint use of portions of Feist Park.

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

1. **Rights to Tennis Courts Use.** Subject to the design, construction, and acceptance of the tennis courts by both parties, as described in Section 1 A. herein, this Use Agreement provides County rights to access any portion of the courts located on District property and includes the area that will be within the perimeter tennis court fence. This encroachment is shown on Exhibit C. Such access shall occur during park use hours whenever the courts have not been reserved by the District. The Tennis Courts Access Gate, as shown on Exhibit A, shall remain locked during public use hours and access to the School Site through the tennis courts will not be permitted. All terms of the Use Agreement will apply to the portion of District's property. Also, subject to construction of said tennis courts, this Use Agreement provides District those certain rights to the tennis courts as set forth in Section 1 B. herein.

- A. Design and Construction of Tennis Courts. The District shall prepare, at its expense, plans and specifications for construction of the six (6) tennis courts, which shall at a minimum, meet the United State Tennis Association (USTA) Recreational Standards for tennis courts and the Guide Specifications of the United States Tennis Court and Track Builders Association for Tennis Court Dimensions in accordance with the California Interscholastic Federation (CIF) guidelines, copies of which relevant standards and guidelines are attached as Exhibit B. After all plans and specifications are approved by the County, pursuant to the review standards identified in Exhibit D, the District shall commence with bidding and constructing the tennis courts, at the District's sole cost and expense. Access for construction of the tennis courts shall be from either the District Access Road, as shown on Exhibit A or through Feist Park. District shall notify County in writing at least 48 hours in advance of the commencement of construction and shall promptly repair and restore any damage to Feist Park resulting from such construction. District shall coordinate construction activities with the County so as to not conflict with other park uses.

Plans and specifications shall include a legal handicap accessibility path of travel from the tennis courts to the access road located on District property, as shown on Exhibit A. District shall assume responsibility for compliance with all requirements of the Americans with Disability Act.

The parties agree and acknowledge that no lights will be installed on the tennis courts at this time.

The tennis courts shall be completed by December 31, 2006. The County shall have the right to terminate this agreement if the tennis courts are not completed by that date.

- B. Schedule for Use. Pursuant to the terms contained in this agreement, the County hereby grants to the District the right to use the tennis courts for Granite Bay High School tennis programs, including boys and girl's tennis team practices and matches and physical education classes.

During 2006/07 High School year, during those time periods when school is in session, and those hours that Feist Park is open to the public, the schedule for the District's use is as follows:

August 1 – June 30: 7:45 am to 2:30 pm weekdays for Physical Education

August 1 - November 30: 2:30 pm to 6:30 pm weekdays, as sunlight permits, for Girls Tennis Team

February 1 to May 31: 2:30 pm to 6:30 pm weekdays, as sunlight permits, for Boys Tennis Team

The parties acknowledge that schedules are intended to serve physical education classes and interscholastic athletic activities, and the specific dates and times may change each year. The parties agree to meet and negotiate the annual schedule by July 1 of each year, prior to the County opening up the tennis courts for reservations by the public. During the course of the year, the annual use schedule may be adjusted upon the mutual agreement of both parties. The County shall post the dates and hours of reserved use in a prominent location. The District shall appoint a representative to coordinate the scheduling of the tennis courts with the County.

The District will have first use rights to use the tennis courts during reserved times, however, should the tennis courts not be used by the District during these reserved times, they will be made available to the public on a first come – first served basis. The tennis courts will be available to the general public at all other times that the park is open.

- C. Access to Tennis Courts. The County will provide the District access to the tennis courts by permitting the District to install and use a gate along the chain link fence in the location shown on attached Exhibit A. District agrees that the gate shall only be used for uses authorized by this Agreement or pursuant to a separate County-issued park reservation.

2. Rights of Access to Wetland. District acknowledges receipt of copies of the County's Section 404 Letter of Permission #200000209 issued by the U.S. Army Corps of Engineers dated November 28, 2000 ("Corps Letter") and the Twin Schools Park Wetland Preserve Operations and Management Plan dated October 18, 2001 ("Wetlands Plan"). During the District's high school academic year, subject to the Corps Letter and the Wetlands Plan, County hereby grants District entry onto the wetlands portion of the County's property for academic purposes (as designated on attached Exhibit A), and a right of entry over a portion of County's property needed to gain access to the wetlands. This right of entry shall comply with the current permit documents and any modifications to those documents which may be made subsequent to the effective date of this Agreement.

3. Term. The term of this Use Agreement is forty (40) years. Both parties recognize the fact that Feist Park is currently owned by the Eureka Union School District and Eureka Union School District intends to transfer ownership of the park site to the County. Therefore, the term of this Use Agreement shall commence on the date the County assumes ownership of Feist Park.
4. Administration and Maintenance. After the tennis courts are constructed, the County will provide administration and maintenance of the tennis courts to the same level of maintenance provided at other County parks. The County will be responsible for all costs for operation and maintenance necessary to ensure the tennis courts are maintained at a level of service required to keep the tennis courts useable, safe, and enjoyable for community recreation, including replacement of nets and wind screens, overlay of the tennis courts and striping.
5. Improvements and Modifications. The District may replace the tennis court nets or windscreens, or make other non-capital improvements to the tennis courts if the District desires to do so on a more frequent basis than the County. These improvements, if any, shall be done at the District's sole expense.
6. Rules. The County shall specify rules for the use of the tennis courts so as to keep them in good repair and shall post the rules at the tennis courts.
7. Ownership of Property and Improvements. All property and/or improvements (except for nets and wind screens), located on County property, purchased and/or installed by District pursuant to this Use Agreement shall become the sole and separate property of County as of the time said property and/or improvements are installed. That portion of the improvements located on property owned by District shall remain the property of the District throughout the term of this Agreement.
8. Park Access. The Tennis Court Access Gate to the tennis courts from the School Site at the location described in Exhibit A shall remain locked except when used in conjunction with approved District access as set forth herein.
9. Feist Park Parking Lot Use for Football and Other Events. The parties agree that this Agreement does not provide for football or other District event parking on the Feist Park site. The parties agree to amend this agreement when and if any such future agreements are reached.

10. **Notices.** All notices to either party that may be required or authorized by this Use Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Use Agreement shall be sent or delivered to the District or County at:

Director of Facilities Development
Roseville Joint Union High School District
#2 Tiger Way
Roseville, CA 95678

Parks Administrator
County of Placer
Department of Facility Services
Parks and Grounds Division
11476 C Avenue
Auburn, CA 95603

Either party may amend its address for notice by notifying the other party in writing.

11. **Insurance.** The District shall provide premises liability insurance coverage for the tennis courts in the same amount and type of coverage as it provides for its other school facilities. The County shall provide liability insurance for the tennis courts in the same amount and type of coverage as it provides for its other park facilities.
12. **Indemnification.** 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 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.
13. **Successors and Assigns.** This Use Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all public agencies to whom the real property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.
14. **Severability.** If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant or condition contained herein shall not constitute a waiver of any subsequent term, covenant or condition contained herein.

15. Entire Agreement. This is an integrated Use Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Use Agreement may not be modified except upon the mutual written consent of the parties.
16. Law. This Agreement shall be governed by the laws and decisions of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT

By: Tony Morita
SUPERINTENDENT

12/6/05
DATE

APPROVED AS TO FORM:

By: _____
DISTRICT COUNSEL

DATE

PLACER COUNTY
BOARD OF SUPERVISORS

By: Bruce Santucci
CHAIRMAN

1-24-06
DATE

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

1/17/06
DATE

SUMMARY OF EXHIBITS

- EXHIBIT A
- Tennis Courts Layout
 - Tennis Courts Access Gate
 - Handicap Accessibility Path

JOINT USE AGREEMENT FOR RONALD L. FEIST PARK
PAGE 6

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ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT

By: *Young M. Smith*
SUPERINTENDENT

12/6/05
DATE

APPROVED AS TO FORM:

By: *Nancy R. Clark*
DISTRICT COUNSEL

12/6/05
DATE

PLACER COUNTY
BOARD OF SUPERVISORS

By: _____
CHAIRMAN

DATE

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

DATE

SUMMARY OF EXHIBITS

EXHIBIT A

- Tennis Courts Layout
- Tennis Courts Access Gate
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JOINT USE AGREEMENT FOR RONALD L. FEIST PARK
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- EXHIBIT B** - Tennis Court Construction Standards and Dimension Guidelines USTA & US Tennis Court and Track Builders Association, in accordance with CIF Standards
- EXHIBIT C** - Area of Encroachment onto District Property
- EXHIBIT D** - County Design and Construction Standards

T/F/JOHN/AGRMTS/FEISTTENNIS 112205

Exhibit A

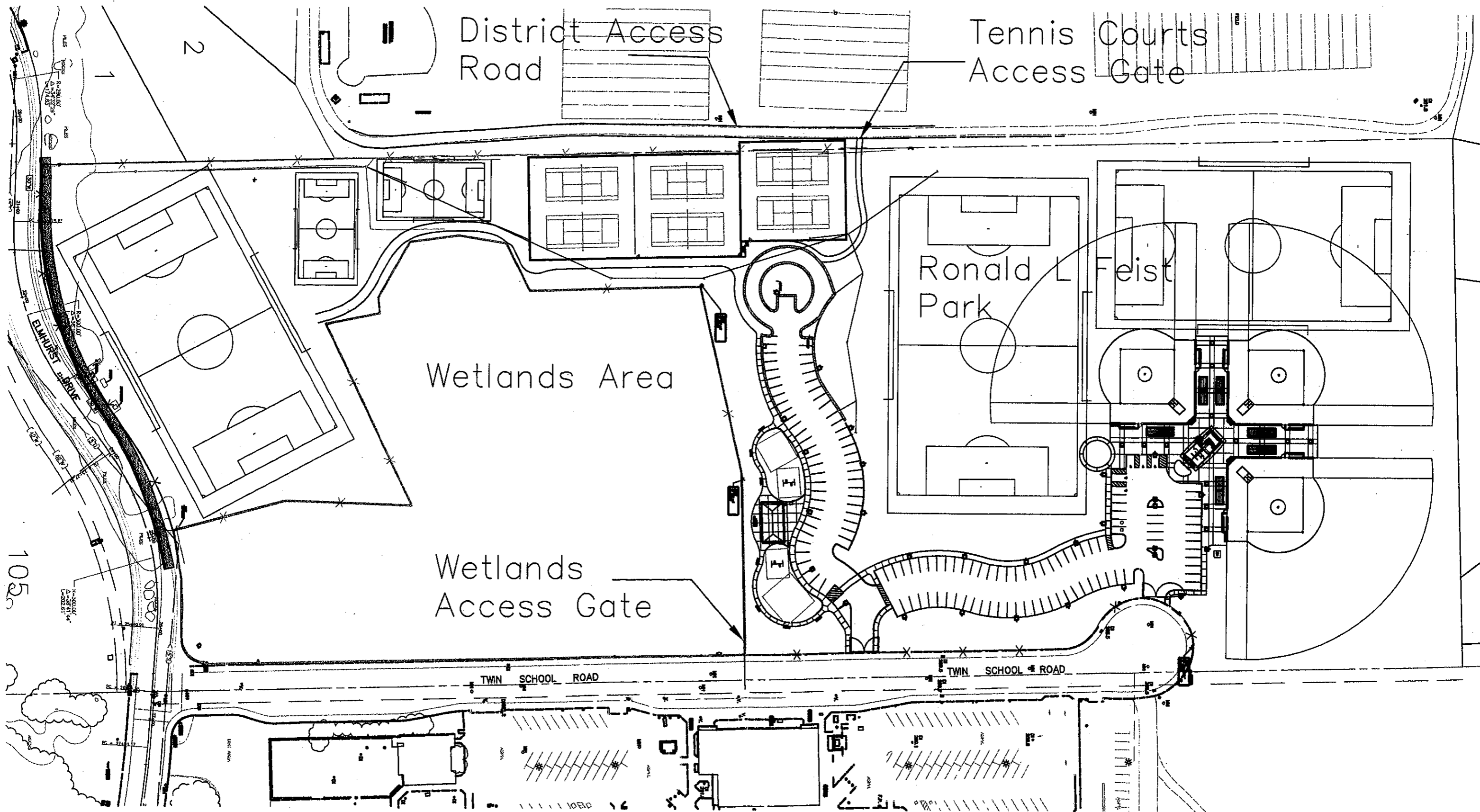
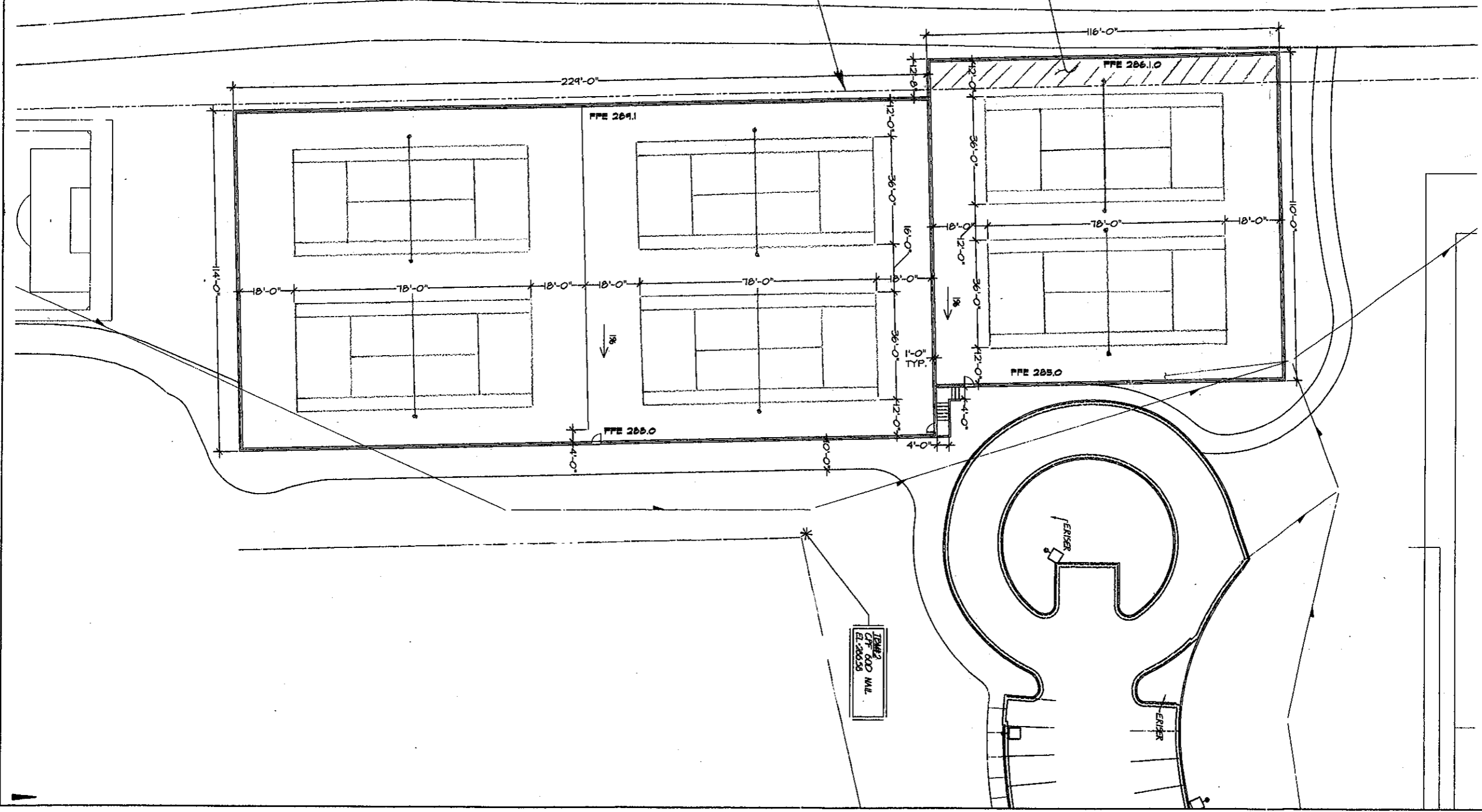


EXHIBIT C

AREA OF ENCROACHMENT
ONTO DISTRICT PROPERTY

PROPERTY LINE

HW



YAMASAKI
LANDSCAPE ARCHITECTURE
PLANNING & CONSTRUCTION

JEFF AMBROSIA, ASLA C4057

1223 HIGH STREET
AUBURN, CALIFORNIA 95603
(530) 885-0040
FAX (530) 885-0042
yamaland@pacbell.net

RONALD L. FEIST
COMMUNITY PARK
TWIN SCHOOL ROAD
GRANITE BAY, CALIFORNIA

These drawings are instruments of service and are the property of Yamasaki Landscape Architecture. All designs and other information on this drawing are for the use of the specified project and shall not be used elsewhere without the express written permission of Yamasaki Landscape Architecture.

Sheet Title:
TENNIS LAYOUT



No.	Date	Revision
1	11-12-04	SITE REVISION
2	5-27-05	SITE REVISION

Project No: JMA
Drawn By: JMA
Scale: **1**
Date: 9-9-04
File Name: TSPSITE2 of 1 sheet

XSPORTS**Guide Specifications for the General Requirements and Conditions - Revised 1988****Tennis Court Dimensions and Related Measurements****Section I.E.****Contents**

- | | |
|---|---|
| <ul style="list-style-type: none"> ● <u>1.0 Playing Lines</u> ● <u>2.0 Tolerance</u> ● <u>3.0 Back Space</u> ● <u>4.0 Side Space</u> ● <u>5.0 Clearance Between Courts</u> | <ul style="list-style-type: none"> ● <u>6.0 Overhead Clearance</u> ● <u>7.0 Backstop/Sidestop</u> ● <u>8.0 Stadium - Tournament Court</u> ● <u>9.0 Net Posts</u> ● <u>10.0 Playing Lines</u> |
|---|---|

1.0 Playing Lines

The outside dimensions of the playing lines shall be as follows:

Doubles 36' x 78' (10.973 m x 23.774 m)

Singles 27' x 78' (8.230 m x 23.774 m)

All lines shall be not less than 1" (2.54 cm) or more than 2" (5 cm) in width, except the base line which may be up to 4" (10 cm) in width and the center line which shall be 2" (5 cm) in width.

This allowable variation in line width results in non-uniformity and confusion and, therefore, the U.S. Tennis Court and Track Builders Association recommends that all lines be 2" (5 cm) in width, except the base line which may be up to 4" (10 cm) in width.

All measurements shall be to the outer edge of the lines except the center line and the center mark which shall be on the center line of the court.

2.0 Tolerance

The lines shall be laid out and applied as close to the exact measurements as is possible within the limitations of the surface on which they are being applied. At no time shall the line dimensions vary more than one-quarter inch from the exact measurement. The type of surface and intended purpose of the court, i.e. recreation, club, tournament, etc., however, shall be the factors considered in determining the allowed tolerance.

3.0 Back Space

Tournament play requires a minimum 21' (6.401 m) from base line to fixed obstruction (i.e. backstop, wall, etc.). In non-tournament play, this distance may be reduced to 18' (5.486 m).

4.0 Side Space

Not less than 12' (3.658 m) from side line to fixed obstruction (i.e. sidestop, light pole, wall, etc.).

For indoor courts where netting is used between courts, the netting is considered to be a movable obstruction, in which case 9' (2.743 m) is considered a minimum between sideline and netting. Only where space limitations become a factor and the 12' (3.658 m) minimum cannot be provided may the side space from side line to a fixed obstruction be reduced to a minimum of 9-1/2' (2.896 m). This dimension does not restrict obstructions at the net line; for example, the net post of the adjacent courts or light standards.

5.0 Clearance Between Courts

Where courts are constructed within the confines of a common enclosure, the distance between side lines should be not less than 12' (3.658 m). Where space permits, it is desirable to provide additional space between side lines to enhance play.

6.0 Overhead Clearance

The space directly above the area within the playing lines should be free from any overhead obstructions for outside play, and should be not less than 20' (6.096 m) over the baseline and 35' (10.668 m) over the net line for indoor play.

7.0 Backstop/Sidestop

The backstops should be 10' (or 3 m) in height above the court surface for most normal installations. Where local conditions dictate additional security or ball retention, a higher backstop may be required. For residential courts, 8' (2.438 m) in height is adequate when the adjacent area is such that a ball going over the backstop or sidestop can be retrieved without personal hazard or hardship and without undue intrusion on adjoining property.

The sidestops should be the same height as the backstops for a minimum distance of approximately 20' (6.096 m) from the backstop. The height of the sidestop in the remaining area, if used, may vary to suit local conditions. In no instance shall the sidestop, where used, be less than 3' (or 1 m) in height.

Backstop and sidestop material, when manufactured to metric standards, varies slightly from the dimensions set forth above. The equivalent standard dimension material may be substituted and has been indicated above.

8.0 Stadium - Tournament Court

For tournament play where judges are required, a clear area a minimum of 70' x 130' (21.336 m x 39.624 m) should be provided. This allows a minimum clear playing area of 60' x 120' (18.288 m x 36.576 m) with an additional perimeter area for judges as well as a safe overrun area for the players.

9.0 Net Posts

Net posts shall be set 3' (.914 m) outside the side line 33' (10.058 m) singles, 42' (12.802 m) doubles, center to center of posts. The top of the net at the inside face of the posts or supports when used to support a net for singles play on a doubles court shall be exactly 42" (1.067 m) above the court surface. There shall be no obstruction above the top of the net at any point, including at the post.

10.0 Playing Lines

Playing lines shall be (specify one: woven webbing saturated with a white lead or aluminum paint, approved by the manufacturer of the woven webbing) firmly held in place by 10d (specify one: aluminum* or copper) nails. Base lines shall be not more than four inches (4") wide and playing lines not more than two inches (2") wide, accurately positioned in accordance with regulations of the United States Tennis Association.

*Do not specify aluminum nails if base course contains slag or cinder materials.

Diagram: Recommended Tennis Court Layout

Notice: These proposed specifications are merely guides for use by architects, engineers, contractors and potential tennis court and track owners. Parties not experienced in tennis court and track construction are advised to consult a qualified contractor and/or design professional. Experienced contractors can be identified through the certification programs of the United States Tennis Court and Track Builders Association. The U.S. Tennis Court and Track Builders Association, its members and employees do not warrant the specifications as proper under all conditions.

Specification Guides Available

Industry-wide standards for construction of various classes and types of tennis courts and tracks have been adopted by the U.S. Tennis Court and Track Builders Association and incorporated into official construction guide specifications. To obtain a copy contact:

U.S. Tennis Court and Track Builders
1004 East Jefferson Street
Charlottesville, VA 22901
(804) 971-2860

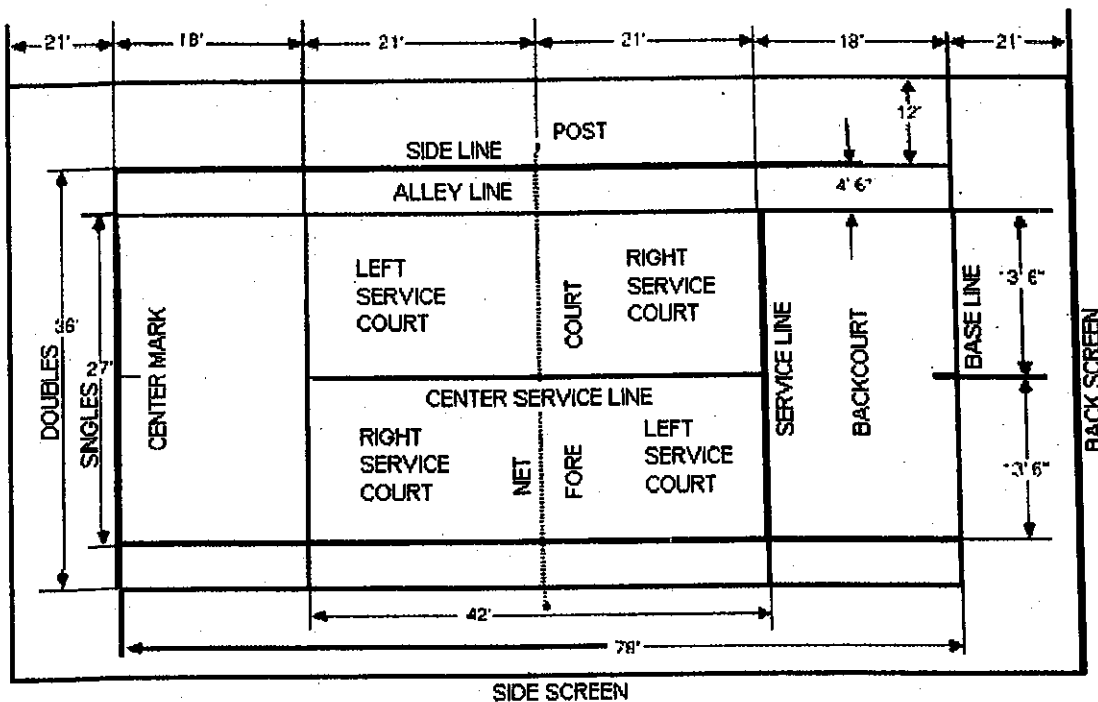
For other information or help, consult any member of the U.S. Tennis Court and Track Builders Association.

"When you play with the best, you are the winner."



Guide Specifications for the General Requirements and Conditions - Revised 1988

Recommended Tennis Court Layout (Not to Scale)



Back to Tennis Court Dimensions and Related Measurements

"When you play with the best, you are the winner."

BACK

NEXT



EXHIBIT D

PLACER COUNTY DESIGN AND CONSTRUCTION REVIEW STANDARDS

- A soils report shall be conducted at the site of the proposed courts, and the structural section of the courts shall be designed by a registered Geologist or Civil Engineer in accordance with soil conditions. It shall be understood that special consideration must be taken to design the structural section not only to avoid failure as in the context of roadway/foundation design, but also to preserve a playable surface over time. Placer County will review the structural section design and soils report.
- Placer County will review the layout of the court in order to preserve access to all portions of the park and ensure there is no encroachment into protected areas or existing facilities.
- Placer County will review the court layout and details for safety considerations.
- Placer County will review the drainage design to ensure proper drainage and consistency with NPDES regulations.
- Placer County will review the court design for consistency with ADA requirements and acceptable circulation patterns.
- Placer County will review the court design to ensure gated access is consistent with agreed ingress/egress locations.
- Placer County will review the court design for general maintainability considerations.
- Placer County will review the landscape layout and details for consistency with existing park elements including the irrigation system.

SUGGESTIONS ON HOW TO MARK OUT A COURT

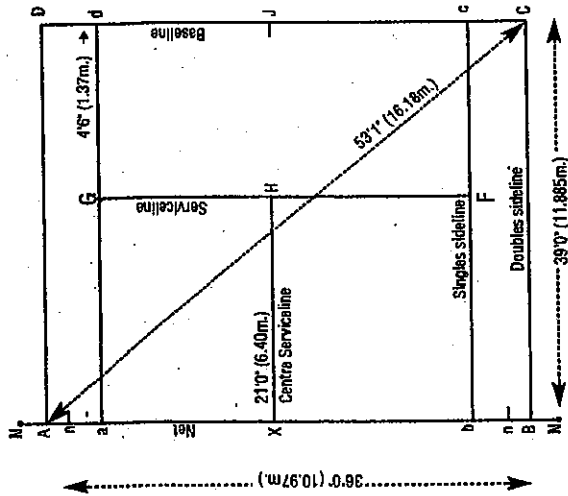


Fig. 2

The following procedure is for the usual combined doubles and singles court. (See note at foot for a court for one purpose only).

First select the position of the net, a straight line 42 feet (12.8 m) long. Mark the centre (X on the diagram above) and, measuring from there in each direction, mark:

- at 13'6" (4.11 m) the points a, b, where the net crosses the inner sidelines,
- at 16'6" (5.03 m) the positions of the singles sticks (n, n),
- at 18'0" (5.48 m) the points A, B, where the net crosses the outer sidelines,
- at 21'0" (6.40 m) the positions of the net posts (N, N), being the ends of the original 42'0" (12.8 m) line.

Insert pegs at A and B and attach to them the respective ends of two measuring tapes. On one, which will measure the diagonal of the half-court, take a length 53'1" (16.18 m) and on the other (to measure the sideline) a length of 39'0" (11.885 m). Pull both taut so that at these distances they meet at a point C, which is one corner of the court. Reverse the measurements to find the other corner D. As a check on this operation it is advisable at this stage to verify the length of the line CD which, being the baseline, should be found to be 36'0" (10.97 m); and at the same time its centre J can be marked, and also the ends of the inner sidelines (c, d), 4'6" (1.37 m) from C and D.

The centreline and serviceline are now marked by means of the points F, H, G, which are measured 21'0" (6.40 m) from the net down the lines bc, XJ, ad, respectively.

Identical procedure the other side of the net completes the court. If a singles court only is required, no lines are necessary outside the points a, b, c, d, but the court can be measured out as above. Alternatively, the corners of the baseline (c, d) can be found if preferred by pegging the two tapes at a and b instead of at A and B, and by then using lengths of 47'5" (14.46 m) and 39'0" (11.885 m). The net posts will be at n, n, and a 33'0" (10 m) singles net should be used.

When a combined doubles and singles court with a doubles net is used for singles, the net must be supported at the points n, n, to a height of 3 feet 6 inches (1.07 m) by means of two singles sticks, which shall be not more than 3 inches (7.5 cm) square or 3 inches (7.5 cm) in diameter. The centres of the singles sticks shall be 3 feet (914 m) outside the singles court on each side.

To assist in the placing of these singles sticks it is desirable that the points n, n, should each be shown with a white dot when the court is marked.

Note: As a guide for international competitions, the recommended minimum distance between the baselines and the backstops should be 21 feet (6.40 m) and between the sidelines and the sidestops the recommended minimum distance should be 12 feet (3.66 m).

As a guide for recreational and Club play, the recommended minimum distance between the baselines and the backstops should be 18 feet (5.48 m) and between the sidelines and the sidestops the recommended minimum distance should be 10 feet (3.05 m).

As a guide, the recommended minimum height to the ceiling should be 30 feet (9.14 m).

USTA Comment L.1: Tennis Court Layout

All courts should be laid out for singles and doubles play. The same lines—except for the sideline extensions for doubles play—are required for each.

Courts in the northern two-thirds of the United States should generally be laid out with the long axis north and south; it is advantageous, however, to orient the courts in the southern one-third of the country 15°-25° west of true (not magnetic) north in order to minimize the adverse effects of the afternoon winter sun.

Figure 1 indicates the exact dimensions of the lines as well as recommended side and back spacing. Note that the dimensions shown in the diagram are measurements to the outside edge of the lines. For regulation play, the space behind the baseline (between the baseline and fence) should not be less than 21 feet, for an overall dimension of 60' x 120'. For stadium courts, this perimeter spacing should be increased to allow space for line umpires without impeding the players. Net posts should be located with their centers three feet outside the doubles sideline.

Most courts are laid out with lines two inches (2") wide. Lines may be one inch (1") to two inches (2") wide excepting the center service line which must be two inches (2") wide and the baselines which may be up to four inches (4") wide.

For more detailed information on the subject, *Tennis Courts*, a book containing United States Tennis Association and U.S. Tennis Court and Track Builders Association recommendations for the construction, maintenance, and equipment needs of a tennis court installation, can be obtained by contacting the USTA Bookstore, AT 888-832-8291.

If you have a rules problem, send full details, enclosing a stamped self-addressed envelope, to USTA Tennis Rules Committee, c/o Officials Department, 70 West Red Oak Lane, White Plains, NY 10604-3602.

PLAN OF THE COURT

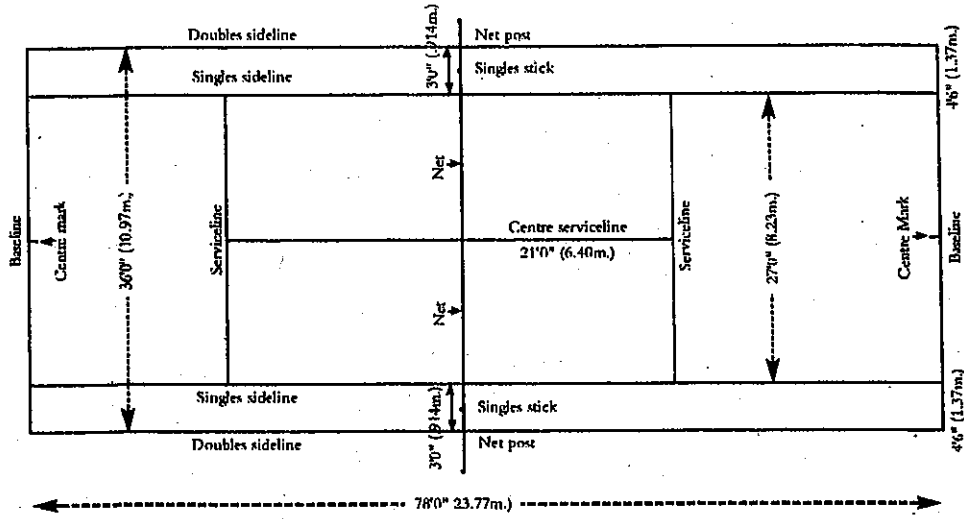


Fig. 1

17.3 The Ruling Board or Appeal Tribunal may publish extracts from its own Rulings.

17.4 All notifications to be made pursuant to these procedures shall be in writing.

17.5 Any notifications made pursuant to these procedures shall be deemed notified upon the date that they were communicated, sent or transmitted to the Applicant or other relevant party.

17.6 A Ruling Board shall have the discretion to dismiss an application if in its reasonable opinion the application is substantially similar to an application or motion upon which a Ruling Board has made a decision and/or Ruling within the 36 months prior to the date of the application.