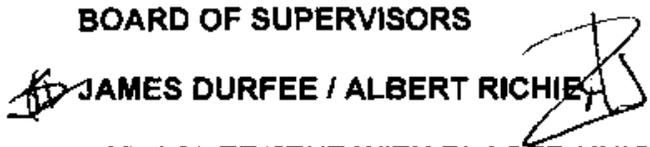


**MEMORANDUM  
DEPARTMENT OF FACILITY SERVICES  
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **SEPTEMBER 18, 2007**

From:  **JAMES DURFEE / ALBERT RICHIE**

Subject: **USE AGREEMENT WITH PLACER UNION HIGH SCHOOL DISTRICT FOR  
THE DEL ORO HIGH SCHOOL/COMMUNITY SPORTS STADIUM COMPLEX**

**ACTION REQUESTED / RECOMMENDATION:** Approve a Use Agreement with the Placer Union High School District authorizing the use of Park Dedication Fees from Recreation Area #15, Ophir/ Newcastle, in the amount of \$130,000 and Recreation Area #7, Loomis Basin in the amount of \$20,000 for renovation of the Del Oro High School/Community Sports Stadium Complex.

**BACKGROUND:** The Placer Union High School District is requesting County Park Dedication Fees for renovation of the Del Oro High School/Community Sports Stadium Complex. Del Oro High School's tennis courts, swimming pool, track, and football/multi-purpose field are all regularly used by the general public during after school hours. Del Oro's facilities receive heavy use from recreation groups such as adult leagues, youth soccer, youth football, lacrosse, rugby and by students from all of the local elementary schools. The District has agreed to place signage at the Del Oro High School/Community Sports Stadium Complex notifying the public that the facility is available to the general public and acknowledging the funding contribution from the County. The signs will be posted at least during the 20 year term of the Use Agreement.

The Del Oro High School/Community Sports Stadium Complex previously consisted of a dirt track and a natural turf soccer/football field. The project, which is under way, will turn the dirt track into an all-weather 9 lane track and will replace the natural turf field with a field of synthetic turf. The new synthetic surface will significantly increase utilization of the field and track and will significantly lower maintenance costs and water utilization.

The cost estimate for construction is approximately \$1.9 million. To date, Del Oro has raised approximately \$1.55 million. It is anticipated that this additional request will be utilized to leverage other funding possibilities to raise the current estimated shortfall of \$300,000.

The Ophir/Newcastle MAC recommended approval of the requested funding for this project on March 16, 2006. The Placer County Parks Commission recommended approval on July 17, 2007. A copy of the Use Agreement is attached.

**ENVIRONMENTAL CLEARANCE:** This project is Categorically Exempt from the California Environmental Quality Act pursuant to Section 15301, Existing Facilities, which provides for the repair or minor alteration of existing public structures or facilities involving negligible or no expansion of use.

**FISCAL IMPACT:** The available fund balance of Park Dedication Fees in Recreation Area #15, Ophir/Newcastle, is \$203,637 and the fund balance in Recreation Area #7, Loomis Basin is \$354,487. Park Dedication Fees from one Recreation Area can be used in another recreation area as long as the properties that paid the Park Dedication Fees receive benefit from the recreation facilities being constructed. Therefore, approval of this request will have no effect upon the County General Fund.

ATTACHMENT: USE AGREEMENT - PLACER UNION HIGH SCHOOL DISTRICT

JD/AR:JR/dh

cc: COUNTY EXECUTIVE OFFICE

T:\FBSMEMO2007\DELOORO STADIUM

323

**AGREEMENT  
FOR DEVELOPMENT OF DEL ORO HIGH SCHOOL PROPERTY  
WITH COUNTY FUNDS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the PLACER UNION HIGH SCHOOL DISTRICT, a public school district organized and operating pursuant to the Education Code, hereinafter referred to as "SCHOOL", and PLACER COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**WITNESSETH:**

**WHEREAS**, SCHOOL and COUNTY are authorized by Division 12, Chapter 6 of the 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**, COUNTY has received funds for public parks and recreation facilities pursuant to Government Code Section 66477, commonly known as the Quimby Act, and County Code Sections 15.34.010, 16.08.100 and/or 17.54.100 (D), and

**WHEREAS**, COUNTY desires to assist SCHOOL with rehabilitation of the Del Oro High School/Community Sports Stadium Complex, located on SCHOOL property in Loomis, Ca.,

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto as follows:

1. The recitals listed above are incorporated into this Agreement.
2. COUNTY shall provide to SCHOOL Park Dedication Fees in a sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000) for use by SCHOOL to renovate the Del Oro High School/Community Sports Complex. These funds will be used to fund a portion of the cost to turn the existing dirt track into an all-weather 9-lane track and replace the natural turf field with an all-weather field lined for soccer and football. Funds granted shall be solely from funds received by COUNTY and held as Park Dedication Fees. SCHOOL agrees that funds granted to SCHOOL for the construction of said recreation facilities shall not be used for any purpose not specified in this Agreement. In the event it is determined by the COUNTY that SCHOOL has utilized funds in a manner that is in violation of any applicable regulation or administrative rule pertaining thereto, SCHOOL shall immediately upon request of COUNTY reimburse COUNTY for the same.

**AGREEMENT FOR DEVELOPMENT OF SCHOOL  
PROPERTY WITH COUNTY FUNDS  
PAGE 2**

3. In order to receive funds hereunder, SCHOOL shall provide the COUNTY with a written request for the release of funds, including copies of receipts of the expenditures for constructed improvements and any other information reasonably required by COUNTY. Funds will be released within forty-five (45) days of the COUNTY'S approval of the request for release of funds from the SCHOOL. SCHOOL agrees to be subject to any audits of eligible expenditures as may be conducted by the COUNTY.
4. The improvements for which funding is requested hereunder shall be completed no later than December 31, 2009, unless COUNTY grants an extension in writing.
5. SCHOOL shall comply, to the extent applicable, with the California Environmental Quality Act (CEQA--Public Resources Code section 21000 et seq.) with regard to any of the activities involving the expenditure of funds received by SCHOOL hereunder.
6. Upon completion, SCHOOL agrees that said recreational facilities will be made available to the general public during non-school hours pursuant to the following terms and conditions:
  - a. Use of the recreational facility shall not be inconsistent with the use of the school buildings or grounds for school purposes, and shall not interfere with the regular conduct of schoolwork or regularly scheduled extra curricular school functions, and shall be in accordance with all applicable provisions of law.
  - b. SCHOOL shall establish and provide to the COUNTY a schedule of public use for the facilities. SCHOOL may alter the schedule upon giving the COUNTY thirty (30) days-advanced written notice.
  - c. During such times when the recreational facilities are available to the general public, the SCHOOL shall ensure that pedestrian access is available.
  - d. The SCHOOL may adopt reasonable policies, rules and regulations consistent with this paragraph and §§10900-10912 and §§40040-40058 of the Education Code to implement this Agreement.

**AGREEMENT FOR DEVELOPMENT OF SCHOOL  
PROPERTY WITH COUNTY FUNDS  
PAGE 3**

7. All property and/or improvements purchased and/or installed by SCHOOL pursuant to this Agreement shall become the sole and separate property of SCHOOL as of the time said property and/or improvements are installed.
8. SCHOOL, at its sole cost and expense shall provide all water, electricity and utilities, and shall provide all necessary maintenance and repair to the recreational facility during the term of this Agreement.
9. SCHOOL shall keep detailed records in accordance with the requirements of the COUNTY. COUNTY shall have the right to inspect said records at any reasonable time.
10. The term of this Agreement shall be for a period of twenty (20) years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2027. Thereafter, this Agreement shall extend from year to year. After completion of the improvements by SCHOOL and release of the grant moneys by COUNTY, either party may, in its sole discretion and without cause or reason, terminate this Agreement by providing thirty (30) days written notice to the other. If SCHOOL terminates this Agreement during the twenty (20) year term, SCHOOL shall reimburse COUNTY for the actual amount granted by COUNTY to the SCHOOL, not to exceed amount, as described in Paragraph 2 of this Agreement in accordance with the following schedule:

<u>Years in use</u>	<u>Percent Reimbursed</u>	<u>Years in use</u>	<u>Percent Reimbursed</u>
1	95	11	45
2	90	12	40
3	85	13	35
4	80	14	30
5	75	15	25
6	70	16	20
7	65	17	15
8	60	18	10
9	55	19	5
10	50	20 or more	0

11. All notices to either party that may be required or authorized by this 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 Agreement shall be sent or delivered to the SCHOOL or COUNTY at:

**AGREEMENT FOR DEVELOPMENT OF SCHOOL  
PROPERTY WITH COUNTY FUNDS  
PAGE 4**

Superintendent  
Placer Union High School District  
Del Oro High School  
3301 Taylor Road  
Loomis, CA 95650

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.

12. SCHOOL, at its sole cost and expense, shall provide premise liability insurance coverage for the recreational facilities in the same amount and type of coverage as it provides for its other school facilities.
13. SCHOOL agrees to save harmless and to indemnify PLACER COUNTY from every claim or demand which may be made for any injury or death, or damage to property caused by SCHOOL during the term of this Agreement. Such duty shall be irrespective of the date upon which the claim or demand is asserted.

If any judgment is rendered against PLACER COUNTY for any injury, death or damage caused by SCHOOL during the terms of this Agreement, SCHOOL shall, at its own expense, satisfy and discharge any judgment.

Neither of the foregoing paragraphs shall be applicable if the injury, death or damage is caused by PLACER COUNTY'S negligence.

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

14. This 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.
15. 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.

16. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

**AGREEMENT FOR DEVELOPMENT OF SCHOOL  
PROPERTY WITH COUNTY FUNDS  
PAGE 6**

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

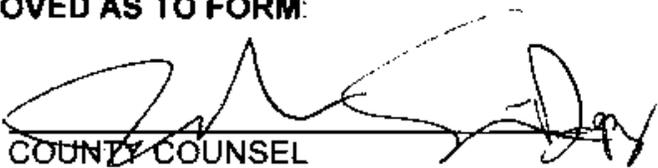
**PLACER UNION HIGH SCHOOL DISTRICT**

By:  8/8/07  
BART O'BRIEN, SUPERINTENDENT DATE

**PLACER COUNTY  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_ DATE  
CHAIRMAN

**APPROVED AS TO FORM:**

By:  8/23/07  
COUNTY COUNSEL DATE

