

**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 AN ALL-WEATHER TRACK AT COLFAX HIGH SCHOOL**

**ACTION REQUESTED / RECOMMENDATION:** Approve a Use Agreement with the Placer Union High School District authorizing the use of Park Dedication Fees from Recreation Area #3, City of Colfax, in the amount of \$150,000 for a track at Colfax High School.

**BACKGROUND:** The Placer Union High School District is requesting County Park Dedication Fees for construction of an eight lane all-weather track around the football field at Colfax High School. The track is part of a larger project that includes new bleachers on both the home and visiting sides of the football field. Currently, Colfax High School has a dirt track that is not available after the rains begin in fall until after spring. The school and community will benefit from the new all-weather track by being able to enjoy it year round. The project will include demolition of existing track, grading, concrete work, fencing, drainage, and installation of the all-weather track surface and striping.

The District has agreed to place signage at the new all-weather track notifying the public that the facility is available to the general public after school hours and acknowledging the funding contribution from the County. The signs will be posted during the 20 year term of the Use Agreement.

The cost of the project is estimated at \$480,940. The School District has agreed to come up with a dollar for dollar match of the County's \$150,000 contribution within two years of execution of the Use Agreement. The School District is pursuing funding from several grants and will also be utilizing volunteer labor and cash contributions from the local community.

The Placer County Parks Commission recommended approval of the requested funding for this project on February 22, 2007. On April 18, 2007, the Weimar/Applegate/Colfax Municipal Advisory Council also recommended approval, with the stipulation that matching funds be raised by the School District within two years of execution of the Use Agreement. 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 #3, City of Colfax, is \$211,128. 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\COLFAX TRACK

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**AGREEMENT  
FOR DEVELOPMENT OF COLFAX 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", for construction of an all-weather track at Colfax High School.

**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 and Government Code Section 66000 *et seq.*, and

**WHEREAS**, COUNTY desires to assist SCHOOL with development of a new all-weather track, located on SCHOOL property in Colfax, California,

**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. a. COUNTY shall provide to SCHOOL Park Dedication Fees in a sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00; hereinafter the "Total County Contribution) for use by SCHOOL to construct an eight (8) lane all-weather track around the football field at Colfax High School (hereinafter the "Project"), to be disbursed according to the terms of this Agreement. The Project will include demolition of existing track, grading, concrete work, fencing, adding drainage, installation of new curbs, and installation of asphalt, track surface and striping. SCHOOL shall post signs near the all-weather track recognizing the COUNTY funding used to pay for a portion of the costs for the Project and stating that the track is available for the general public.  
  
b. SCHOOL agrees to raise Seventy-Five Thousand Dollars (\$75,000.00; hereinafter the "Initial School Contribution") to contribute towards construction of the Project within one (1) year of execution of this Agreement. SCHOOL and COUNTY staff shall meet on July 31, 2008, or earlier by

mutual agreement, to review the SCHOOL'S fundraising efforts. If the SCHOOL provides reasonable documented evidence to the County prior to July 31, 2008 that SCHOOL has raised the Initial School Contribution, COUNTY shall disburse Seventy-Five Thousand Dollars (\$75,000.00; hereinafter the "Initial County Contribution") to SCHOOL according to the terms of this Agreement.

c. SCHOOL agrees to raise an additional Seventy-Five Thousand Dollars (\$75,000.00; hereinafter the "Secondary School Contribution") to contribute towards construction of the Project within two (2) years of execution of this Agreement. SCHOOL and COUNTY staff shall meet on July 31, 2009, or earlier by mutual agreement, to review the SCHOOL'S fundraising efforts. If the SCHOOL provides reasonable documented evidence to the County prior to July 31, 2009 that SCHOOL has raised the Secondary School Contribution, COUNTY shall disburse the remaining Seventy-Five Thousand Dollars (\$75,000.00; hereinafter the "Secondary County Contribution") to SCHOOL according to the terms of this Agreement.

d. In the event SCHOOL fails to meet one of more of the deadlines in this Agreement for raising the Initial School Contribution and/or the Secondary School Contribution, COUNTY may, at COUNTY's option, reallocate to other County-designated projects all or a portion of the County's Total Contribution.

e. Funds granted shall be solely from funds received by COUNTY and held as Park Dedication Fees. 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, and the COUNTY requires repayment of any funds granted to SCHOOL, SCHOOL shall immediately upon request of COUNTY reimburse COUNTY for the same.

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 COUNTY 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, 2011, 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.
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 agrees that funds granted to it for the construction of said recreation facilities shall not be used for any purpose not specified in this Agreement. 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:

Superintendent  
 Placer Union High School District  
 P.O. Box 5048  
 Auburn, CA 95603

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.

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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.

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.

COLFAX HIGH SCHOOL  
PLACER UNION HIGH SCHOOL DISTRICT

By:   
BART O'BRIEN, SUPERINTENDENT

Aug. 22, 2007  
DATE

PLACER COUNTY  
BOARD OF SUPERVISORS

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

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

By: \_\_\_\_\_  
COUNTY COUNSEL

\_\_\_\_\_  
DATE

