

**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 WESTERN PLACER UNIFIED SCHOOL DISTRICT
FOR A FITNESS COURSE AT SHERIDAN ELEMENTARY SCHOOL**

ACTION REQUESTED / RECOMMENDATION: Approve a Use Agreement with the Western Placer Unified School District authorizing the use of Park Dedication Fees from Recreation Area #11, Sheridan Recreation Area, in the amount of \$25,000 for a Community Physical Fitness Course at Sheridan Elementary School.

BACKGROUND: The Western Placer Unified School District is requesting County Park Dedication Fees for construction of a Community Physical Fitness Course at Sheridan Elementary School. The Community Physical Fitness Course will have 9 fitness stations, a long jump pit, a high jump pit, a 1/8 mile long track, and a 5' wide paved path from a nearby playground to the track. The cost estimate for this project is \$28,000. The School District will pay for project costs that exceed the amount of Park Dedication Fees granted. The School District will make the Community Physical Fitness Course available to the general public in the evenings and on weekends.

On February 8, 2006, the Sheridan Municipal Advisory Council recommended approval of this request and on March 21, 2006 the Placer County Parks Commission also recommended approval. 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 # 11, Sheridan Recreation Area, is \$47,800. Therefore, approval of this request will have no effect upon the County General Fund.

ATTACHMENTS: USE AGREEMENT - WESTERN PLACER UNIFIED SCHOOL DISTRICT

JD/AR:JR/dh

cc: COUNTY EXECUTIVE OFFICE

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**AGREEMENT
FOR DEVELOPMENT OF SHERIDAN ELEMENTARY SCHOOL
WITH COUNTY FUNDS**

This Agreement made and entered into this _____ day of _____, 2007, by and between the WESTERN PLACER UNIFIED 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 construction of Community Physical Fitness Course at Sheridan Elementary, located on SCHOOL property in Sheridan, 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 Twenty Five Thousand Dollars (\$25,000) for use by SCHOOL to help complete the construction of a Community Physical Fitness Course at Sheridan Elementary School. These Park Dedication Fee funds will be used to fund three physical fitness stations. The stations will have equipment, wood fiber, sod at the center of the track for soccer, a high jump pit with equipment, and a paved path leading to the track. SCHOOL will pay for any project costs that exceed the amount of Park Dedication Fees granted. 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.

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, 2008, unless COUNTY grants an extension, in advance, 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 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 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:

Principal
Sheridan Elementary School
4730 H Street
Sheridan, CA 95681

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 term 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 SHERIDAN
ELEMENTARY SCHOOL WITH COUNTY FUNDS
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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.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: 

8/19/07
DATE

**PLACER COUNTY
BOARD OF SUPERVISORS**

By: _____
CHAIRMAN

DATE

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

8/23/07
DATE

