

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

To: **BOARD OF SUPERVISORS**

Date: **AUGUST 5, 2008**

From:  **JAMES DURFEE / ALBERT RICHIE** 

Subject: **USE AGREEMENT WITH THE PLACER UNION HIGH SCHOOL DISTRICT
FOR REHABILITATION OF THE TENNIS COURTS AT COLFAX HIGH
SCHOOL**

ACTION REQUESTED / RECOMMENDATION: It recommended that your Board approve and execute the attached Agreement from the Placer Union High School District for County Park Dedication Fees, in the amount of \$27,000 from Recreation Area # 3, City of Colfax, for major rehabilitation of the tennis courts at Colfax High School and approve a Budget Revision appropriating the funds.

BACKGROUND: There are currently six tennis courts at Colfax High School. The Placer Union High School District (District) constructed four of the courts in 1995. These four tennis courts have deteriorated to the point where there are several large structural cracks throughout the asphalt. One of the courts is totally unusable and has been closed. If the tennis courts are not rehabilitated soon, they could deteriorate further to the point where it will be impossible to repair them and they would need to be removed.

The tennis courts are used for community recreation, High School physical education classes and High School tennis team. Whenever the tennis courts are not being used by the High School, they are made available to the general public, including citizens of the City of Colfax, at no cost. These tennis courts are the only public tennis courts in the Colfax area.

Funding for this project will repair the large cracks, repave existing surface with a petromat layer between old and new layers and apply a new acrylic surface to the courts. The total cost estimate for this project is \$72,675. The District has committed to funding \$45,675 of the project costs, including project administration. The on-going maintenance and insurance of the tennis courts are also provided by the District.

On March 19, 2008, the Weimar Applegate Colfax Municipal Advisory Council recommended approving this request and on April 22, 2008, the Placer County Parks Commission recommended approval.

ENVIRONMENTAL CLEARANCE: This project is Categorically Exempt from the California Environmental Quality Act pursuant to Section 15301, Class 1, Existing Facilities.

FISCAL IMPACT: The current available balance of County Park Dedication Fees in Recreation Area # 3, Colfax Recreation Area, is \$57,845. Therefore, approval of this request will have no impact upon the County General Fund.

ATTACHMENTS: AGREEMENT
BUDGET REVISION

JD:AR:JR:DB

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**AGREEMENT
FOR DEVELOPMENT OF COLFAX HIGH SCHOOL PROPERTY
WITH COUNTY FUNDS**

This Agreement made and entered into this ____ day of _____, 2008, 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 and Government Code Section 66000 *et seq.*, and

WHEREAS, COUNTY desires to assist SCHOOL with rehabilitation of tennis courts, located on SCHOOL property in Colfax, 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-Seven Thousand Dollars (\$27,000) for use by SCHOOL to rehabilitate four tennis courts at Colfax High School. These funds will be used to fund a portion of the cost to: repair large cracks, repave existing surface with a petromat layer between old and new layers, and apply a new acrylic surface to the courts.

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 COUNTY, 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 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 fund 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 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. SCHOOL shall post a sign near the tennis courts stating that the tennis courts are available for the general public when school is out of session.
 - 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 _____, 2008, and ending on the ___ day of _____, 2028. Thereafter, this agreement shall extend from year to year. After completion of the improvements by SCHOOL and release of the grant monies by COUNTY, either party may, at 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:

SCHOOL:

Assistant Superintendent of Administrative Services
 Placer Union High School District
 PO Box 5048
 Auburn, CA 95604

COUNTY:

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.

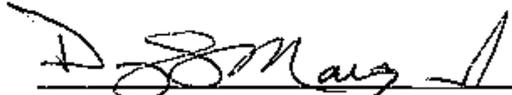
As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

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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:  6-4-08
Doug Marquand, Assistant Superintendent Date

PLACER COUNTY

By: _____ Date _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

By:  7/21/08
County Counsel Date

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PAS DOCUMENT NO.

BUDGET REVISION

POST DATE:

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
12	BR	54,000.00	2

- Cash Transfer Required
- Reserve Cancellation Required
- Establish Reserve Required

- Auditor-Controller
- County Executive
- Board of Supervisors

ESTIMATED REVENUE ADJUSTMENT										APPROPRIATION ADJUSTMENT											
DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
12	006		100		997425	97425	8780			27,000.00	12	014		100		997425	97425	2840			27,000.00
TOTAL										27,000.00	TOTAL										27,000.00

REASON FOR REVISION: TO APPROPRIATE EXPENDITURES AND OFF-SETTING REVENUES IN THE PARKS & GROUNDS BUDGET FROM THE PARK DEDICATION
FEE AREA #3, CITY OF COLFAX, FOR THE MAJOR REHABILITATION OF THE TENNIS COURTS AT COLFAX HIGH SCHOOL.

Prepared by Coree Roeder Ext 6844
 Department Head Valerie Bourne
 Board of Supervisors _____

Date: 7/2/08
 Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

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