



MEMORANDUM
COMMUNITY DEVELOPMENT RESOURCE AGENCY
PARKS & GROUNDS MAINTENANCE DIVISION
County of Placer

TO: Honorable Board of Supervisors **DATE:** December 14, 2021
FROM: Andy Fisher, Parks Administrator and
Michele Kingsbury, CDRA Principal Analyst
SUBJECT: Joint Community Facilities Agreement for County of Placer Community Facilities
District No. 2018-3 (Placer Vineyards – Parks, Open Space and Landscaping)

ACTION REQUESTED

1. Adopt a Resolution to approve a Joint Community Facilities Agreement with the Placer Vineyards Park and Recreation District and authorize the County Executive Officer to execute the agreement.

BACKGROUND

On July 16, 2007, the Placer County Board of Supervisors approved the Placer Vineyards Specific Plan (PVSP). The PVSP covers a 5,230-acre area and is projected to have a population of approximately 32,814 people with about 14,132 homes in various new residential neighborhoods. The PVSP calls for 161 acres of active parkland, 35.1 miles of Class 1 Bike Paths, 800 acres of open space, 110 acres of publicly maintained landscaped corridors, a recreation center, and an aquatic center. In accordance with the approval of the Development Agreements for each of the individual property owners within the Placer Vineyards Ownership Group, the owners proposed the formation of a recreation and park district to oversee these facilities and programs.

Since the specific plan was amended in 2015, there have been a series of actions to implement that specific plan, including formation of a park district and adoption of community facilities districts to generate revenues that will be used to cover the cost to operate and maintain certain park facilities within PVSP.

On March 24, 2020, your Board held a public hearing pursuant to Public Resources Code section 5782.5 and adopted a resolution (Resolution 2020-043) authorizing an application to the Placer County Local Agency Formation Commission (LAFCO) to form a new recreation and park district to serve PVSP. On May 13, 2020, LAFCO adopted resolution 2020-2, which approved the formation of the Placer Vineyards Park and Recreation District (Park District). On July 1, 2021, LAFCO filed a Certificate of Completion, which formally established the district. The Park District will provide recreation and park services including organized recreational programs, multi-purpose community center, a pool, a gymnasium, and maintenance of parks, landscape corridors, open space, environmental monitoring, separator berm, bike paths, and multi-purpose trails.

On August 10, 2021, the Park District Board held its first meeting and elected a chair and vice chair and appointed the Clerk of the Board of Supervisors as the Clerk of the Park District Board.

The majority of funding to meet the future obligations of the Park District in PVSP will be derived from revenues collected through the Community Facilities District No. 2018-3 (Placer Vineyard – Parks, Open Space and Landscaping) (CFD 2018-3). CFD 2018-3 was formed to levy special

Honorable Board of Supervisors

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taxes to fund park services required for the development of PVSP, including maintaining parks, trails, open space, landscaping, drainage facilities and recreation facilities.

On February 26, 2019, the Board adopted its Resolution No. 2019-035 to establish CFD 2018-3. Under the Mello Roos Act of 1982 as amended (Act), a community facilities district may finance services to be provided by a public agency other than the agency that created the community facilities district, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement. The County and the Park District desires to enter into a Joint Community Facilities Agreement (Agreement) (Attachment A – Exhibit 1), under which the Park District will provide specified services and the County will fund such services with proceeds of the special taxes received from CFD 2018-3. The Park District is taking a similar item seeking authority to enter into the Agreement to its board concurrently.

ENVIRONMENTAL IMPACT

The requested action is not subject to further review under the California Environmental Quality Act (CEQA). The Placer County Board of Supervisors adopted the Final Environmental Impact Report (FEIR) on July 16, 2007, approved an addendum to the FEIR on February 13, 2012, and approved a second addendum to the FEIR on January 6, 2015. The formation of a Recreation and Park District was analyzed in the prior environmental reviews.

FISCAL IMPACT

Staff time, studies, and any other costs associated with the formation of the Park District are paid by the Placer Vineyards Owner's Group pursuant to Section 3.13.1 of their development agreements. The Park District shall be solely responsible for providing the services and the County shall have no liability to the Park District if the special tax revenues are insufficient to finance the services.

ATTACHMENT

Attachment A: Resolution

Exhibit 1 – Joint Community Facilities Agreement

A. Joint Community Facilities Agreement for County of Placer Community Facilities District
No. 2018-3 (Placer Vineyards – Parks, Open Space and Landscaping)

ATTACHMENT A

Before the Board of Supervisors County of Placer, State of California

In the matter of:
Resolution Approving Joint Community
Facilities Agreement for County of Placer Community
Facilities District No. 2018-3 (Placer Vineyards –
Parks, Open Space and Landscaping

Resolution No. _____

The following resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on _____, by the following vote:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, on February 26, 2019, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), the Board of Supervisors (the "Board of Supervisors") of the County of Placer (the "County"), State of California adopted its Resolution No. 2019-035, entitled "Resolution of Formation of Community Facilities District (Placer Vineyards – Parks, Open Space and Landscaping)" (the "Resolution of Formation") to establish (i) "County of Placer Community Facilities District No. 2018-3 (Placer Vineyards – Parks, Open Space and Landscaping)" (the "CFD"), and (ii) "County of Placer Community Facilities District No. 2018-3 (Placer Vineyards – Parks, Open Space and Landscaping) (Future Annexation Area)" (the "Future Annexation Area");

WHEREAS, on February 26, 2019, a special election was held in the CFD at which the eligible landowner-electors approved the levy of a special tax (the "Special Tax") to finance certain public services defined in the Resolution of Formation (the "Services") and an appropriations limit for the CFD;

WHEREAS, under the Act, a community facilities district may finance services to be provided by a public agency other than the agency that created the community facilities district, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement;

WHEREAS, the Act further provides that a joint community facilities district may be entered after formation of a community facilities district to allow an orderly transition of governmental facilities and finances in the case of any change in governmental organization approved pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5) or other law governing the reorganization of any agency that is a party to the agreement;

WHEREAS, the Placer Vineyards Park and Recreation District (the "Park and Recreation District") has been established under the Recreation and Park District Law (commencing at Public Resources Code Section 5780) and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5);

WHEREAS, the County wishes to approve a joint community facilities agreement between the County and the Park and Recreation District under which the Park and Recreation District would provide specified Services and the County would fund such Services with proceeds of the Special Tax.

NOW THEREFORE BE IT RESOLVED BY THE PLACER COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

1. Recitals Correct. The foregoing recitals are true and correct.
2. Joint Community Facilities Agreement. The County, on behalf of the CFD, is hereby authorized to enter into a joint community facilities agreement (Exhibit 1) with the Park and Recreation District, as may be necessary to comply with the provisions of the Act. The Board of Supervisors hereby declares that such joint agreement will be beneficial to owners of property in the area of the CFD. Each of the Chair, the Vice-Chair, the County Executive Officer or the Treasurer-Tax Collector (the "Authorized Representatives"), acting alone, is hereby directed to execute and deliver such joint community facilities agreement on behalf of the County with respect to the CFD in substantially the form on file with the Clerk of the Board of Supervisors, together with such additions or changes as are approved by such Authorized Representative. The approval of such additions or changes shall be conclusively evidenced by the execution and delivery by an Authorized Representative of the joint community facilities agreement. The Board of Supervisors hereby authorizes the delivery and performance of the joint community facilities agreement.
3. Actions Authorized. All actions heretofore taken by the officers and agents of the County with respect to the establishment of the CFD and the joint community facilities agreement are hereby approved, confirmed and ratified, and the appropriate officers of the County are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to accomplish the purposes of this resolution. All actions to be

taken by an Authorized Representative may be taken by such Authorized Representative or any designee, with the same force and effect as if taken by the Authorized Representative.

3. Effective Date. This resolution shall take effect upon its adoption.

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ATTACHMENT A – EXHIBIT 1

JOINT COMMUNITY FACILITIES AGREEMENT

for

**County of Placer Community Facilities District No. 2018-3
(Placer Vineyards – Parks, Open Space and Landscaping)**

THIS JOINT COMMUNITY FACILITIES AGREEMENT (this “**Agreement**”), dated as of _____, 2021, is by and between the County of Placer (the “**County**”) and the Placer Vineyards Park and Recreation District (the “**Park and Recreation District**”).

BACKGROUND

A. On February 26, 2019, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “**Act**”), the Board of Supervisors (the “Board of Supervisors”) of the County of Placer (the “**County**”), State of California adopted its Resolution No. 2019-035, entitled “Resolution of Formation of Community Facilities District (Placer Vineyards – Parks, Open Space and Landscaping)” (the “**Resolution of Formation**”) to establish (i) “County of Placer Community Facilities District No. 2018-3 (Placer Vineyards – Parks, Open Space and Landscaping)” (the “**CFD**”), and (ii) “County of Placer Community Facilities District No. 2018-3 (Placer Vineyards – Parks, Open Space and Landscaping) (Future Annexation Area)”.

B. On February 26, 2019, a special election was held in the CFD at which the eligible landowner-electors approved the levy of a special tax (the “**Special Tax**”) according to the Rate and Method of Apportionment of Special Special Tax set forth in Exhibit B to the Resolution of Formation (the “**RMA**”) to finance certain public services defined in the Resolution of Formation (the “**Services**”) and an appropriations limit for the CFD.

C. Under the Act, a community facilities district may finance services to be provided by a public agency other than the agency that created the community facilities district, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement.

D. The Act further provides that a joint community facilities district may be entered after formation of a community facilities district to allow an orderly transition of governmental facilities and finances in the case of any change in governmental organization approved pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5) or other law governing the reorganization of any agency that is a party to the agreement.

E. The Park and Recreation District has been established under the Recreation and Park District Law (commencing at Public Resources Code Section 5780) and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5).

F. The County and the Park and Recreation District wish to enter into this Agreement, under which the Park and Recreation District will provide specified Services and the County will fund such Services with proceeds of the Special Tax.

AGREEMENTS

In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Park and Recreation District agree as follows:

1. Agreement. This Agreement constitutes a “joint community facilities agreement”, within the meaning of Section 53316.2 of the Act pursuant to which the CFD will be authorized to finance the Services that are delegated to the Park and Recreation District by the County (the “**Financed Services**”).

2. Obligations of the Parties.

(a) Park and Recreation District Obligations. The Park and Recreation District shall be solely responsible for providing the Financed Services and shall identify alternative funding sources if for any reason the Special Tax Revenues (as defined below) are insufficient to finance the Financed Services.

The County shall have no liability to the Park and Recreation District if the Special Tax Revenues are insufficient to finance the Financed Services. The County and the Park and Recreation District agree that the County’s responsibilities under this Agreement shall be limited to those described in subsection (b).

(b) County Obligations. The County hereby agrees that it will annually levy the Base Maintenance Component and/or Project-Specific Maintenance Component of the Special Tax (as those terms are defined in the RMA) in accordance with the RMA. From such levy, the County will provide to the Park and Recreation District an amount to pay all or a portion of the costs of the Financed Services as determined by the County (the “**Special Tax Revenues**”).

3. Indemnification.

a. Indemnification by the County. The County shall assume the defense of, indemnify and save harmless, the Park and Recreation District, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the County with respect to this Agreement; provided, however, that the County shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents or employees.

b. Indemnification by the Park and Recreation District. The Park and Recreation District shall assume the defense of, indemnify and save harmless, the County, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the Park and Recreation District with respect to this Agreement, ~~and the Basin Maintenance Services~~; provided, however, that the Park and Recreation District shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents or employees.

4. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement may not be assigned by either of the parties thereto.

6. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

7. Amendments. Amendments to this Agreement shall be made only by written instrument executed by each of the parties hereto.

8. Notices. Under this Agreement, notices shall be sent by first class mail or messenger as follows:

To the County:

Placer County Community Development Resource Agency
Attention, Agency Director
3091 County Center Drive
Auburn, CA 95603

With a copy to:

Placer County Community Development Resource Agency
Attention: Michele Kingsbury, Principapl Management Analyst
3091 County Center Drive
Auburn, CA 95603
Telephone: (530) 745-3044
Email: mkingsbu@placer.ca.gov

To the Park and Recreation District:

Placer Vineyards Park and Recreation District
C/O Placer County Public Works Department, Parks Division
Attention: Andy Fisher, Parks Administrator
Telephone: (530) 886-6819
Email: afisher@placer.ca.gov

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first-above written.

COUNTY OF PLACER

By: _____

Its: _____

PLACER VINEYARDS PARK AND
RECREATION DISTRICT

By: _____

Its: _____