

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

To: **BOARD OF SUPERVISORS**

Date: **AUGUST 7, 2012**

From: **JD JAMES DURFEE / MARK RIDEOUT** 

Subject: **USE AGREEMENT WITH THE ROCKLIN UNIFIED SCHOOL DISTRICT FOR RECREATION IMPROVEMENT PROJECTS**

**ACTION REQUESTED / RECOMMENDATION:** Approve and execute the attached Use Agreement with the Rocklin Unified School District authorizing the use of Park Dedication Fees from Recreation Area #8, City of Rocklin Area, in the amount of \$10,468 to partially fund construction of a concrete bleacher slab at Granite Oaks Middle School and softball field fencing at Rocklin High School; and approve a Budget Revision appropriating the funds.

**BACKGROUND:** The Rocklin Unified School District (District) operates eleven elementary schools, two middle schools, and three high schools in the Rocklin area. The District recently requested County Park Dedication Fees (PDF) to partially fund improvement projects at two of its schools, the Granite Oaks Middle School and Rocklin High School.

Granite Oaks Middle School opened in August 1999, and is located at 2600 Wyckford Boulevard in Rocklin. The 20-acre site provides both indoor and outdoor recreational amenities that are available for use by students and the community. These facilities include a gymnasium, hard courts, a track, football field and multipurpose athletic fields. Five years ago, the District determined that a 16' X 68' concrete slab is required under the existing bleachers to create a safer walking surface and provide ADA access. The current estimate for this project is \$10,800.

Rocklin High School opened in August 1993, and is located at 5301 Victory Lane in Rocklin. This 50-acre site provides many indoor and outdoor recreational amenities for students and the community. For several years, the District has recognized that the chain link fence at the Junior Varsity Softball Field is in poor condition; and, the curled bottom edge of the fencing creates a safety concern. The District proposes to remove approximately 295 feet of fencing, add a new bottom rail and install new chain link mesh. The current estimate for this project is \$5,605.

District staff made the subject application for the balance of PDF Area # 8 funds (\$10,468) to partially fund the \$16,405 total cost of these projects. Their application states that after completing the bleacher slab, the District will apply any remaining PDF monies to the fencing project. The District is committed to provide any additional funding necessary to complete this work. The District is not within a County Municipal Advisory Council boundary. On June 5, 2012, Parks staff presented this request directly to the County Parks Commission, and they recommend that your Board approve this request. In order to authorize the use of County Park Dedication Fees for the project, your Board's approval of the attached Use Agreement and a Budget Revision is required.

**ENVIRONMENTAL CLEARANCE:** The action requested of your Board to approve PDF funding is not a project pursuant to CEQA Section 15378.

**FISCAL IMPACT:** The uncommitted PDF balance in Recreation Area # 8 City of Rocklin is \$10,468, and approval of this request will utilize all of the monies in this account. As this request would be funded with PDF, there is no Net County Cost associated with this action.

JD:MR:JR:DB

ATTACHED: USE AGREEMENT  
BUDGET REVISION

cc: COUNTY EXECUTIVE OFFICE

T:\FAC\BSMEMO2012\ROCKLIN SCH DIST PROJECTS.DOCX

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PAS DOCUMENT NO.

Facility Service to do journal to transfer cash

**BUDGET REVISION**

**POST DATE:**

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
12	BR	20,936.00	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			10,468.00	12	014		100		997425	97425	2840			10,468.00
<b>TOTAL</b>										10,468.00	<b>TOTAL</b>										10,468.00

REASON FOR REVISION: TO APPROPRIATE EXPENDITURES AND OFF-SETTING REVENUES IN THE PARKS & GROUNDS BUDGET FROM THE PARK DEDICATION FEE AREA #8, CITY OF ROCKLIN, FOR IMPROVEMENTS AT GRANITE OAKS MIDDLE SCHOOL AND ROCKLIN HIGH SCHOOL.

Prepared by Valerie Bayne Ext 6803  
 Department Head *Valerie Bayne*  
 Board of Supervisors \_\_\_\_\_

Date: 8/7/12  
12/13/11  
 Page: \_\_\_\_\_

Budget Revision # \_\_\_\_\_ FOR INDIVIDUAL DEPT USE

**AGREEMENT  
FOR DEVELOPMENT OF GRANITE OAKS MIDDLE SCHOOL  
AND ROCKLIN HIGH SCHOOL PROPERTY WITH COUNTY FUNDS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the ROCKLIN UNIFIED SCHOOL DISTRICT, a public school district organized and operating pursuant to the Education Code, hereinafter referred to as "DISTRICT", and PLACER COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**WITNESSETH:**

**WHEREAS**, DISTRICT 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 Placer County Code Sections 15.34.010, 16.08.100, and/or 17.54.100 (D), and

**WHEREAS**, COUNTY desires to assist DISTRICT with a concrete bleacher pad at Granite Oaks Middle School, located at 2600 Wyckford Boulevard as shown on Exhibit A, and to assist with removal and replacement of fencing at Rocklin High School, located at 5301 Victoria Lane, Rocklin, as shown on the attached Exhibit B.

**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 DISTRICT Park Dedication Fees in a sum not to exceed Ten Thousand, Four Hundred Sixty-Eight Dollars (\$10,468) for use by DISTRICT to construct a 16' X 68' concrete bleacher pad at Granite Oaks Middle School. The bleacher pad will accommodate four bleachers, will provide ADA access to the bleachers and will provide space for trash receptacles. If Park Dedication Fees remain after completion of the bleacher pad, the DISTRICT may use the remaining Park Dedication Fees to pay for a portion of the cost to remove and replace 295' of existing galvanized mesh and replace with new galvanized mesh and add a bottom rail at the softball field at Rocklin High School.
3. DISTRICT shall post signs near the concrete pad at Granite Oaks and the fencing at Rocklin High School at a location determined by COUNTY. One sign shall recognize that COUNTY funding was used to pay for the costs of the concrete pad improvement and fencing rehabilitation. The other sign shall be provided to notify the public that the courts are available for public use after school hours. These messages may be combined into one sign.
4. Funds shall be released on a reimbursement basis. In order to receive funds hereunder, DISTRICT 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. COUNTY will physically inspect the facility before releasing any funds. Funds will be released within 45 days of the COUNTY'S approval of the request for release of funds from the DISTRICT.

5. The improvements for which funding is requested hereunder shall be completed no later than September 30, 2013, unless COUNTY grants an extension in writing.
6. 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 DISTRICT hereunder.
7. Upon completion, DISTRICT 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. DISTRICT shall establish and provide to COUNTY a schedule of public use for the facilities. DISTRICT 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 DISTRICT shall ensure that pedestrian access is available, including access in compliance with the Americans with Disabilities Act.
  - d. DISTRICT 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.
8. All property and/or improvements purchased and/or installed by DISTRICT pursuant to this Agreement shall become the sole and separate property of DISTRICT as of the time said property and/or improvements are installed.
9. DISTRICT, 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 throughout the term of this Agreement.
10. DISTRICT 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.
11. DISTRICT shall keep detailed accounting records in accordance with the requirements of the COUNTY. COUNTY shall have the right to inspect said records at any reasonable time.
12. The term of this Agreement shall be for a period of twenty (20) years commencing on the \_\_\_\_ day of \_\_\_\_\_, 2012, and ending on the \_\_\_\_ day of \_\_\_\_\_, 2032. Thereafter, this Agreement shall extend from year to year. After completion of the improvements by DISTRICT 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 DISTRICT terminates this Agreement during the twenty (20) year term, DISTRICT shall reimburse COUNTY for the actual amount granted by COUNTY to the DISTRICT, not to exceed the 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

13. 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 DISTRICT or COUNTY at:

**DISTRICT:**

Rocklin Unified School District  
 Attn.: Sue Wesselius, Sr. Director of Facilities & Operations  
 2615 Sierra Meadows Drive  
 Rocklin, CA 95677  
 Office: 916-624-2428  
 Fax: 916-6624-7246  
 Cell: 916-257-1854

**COUNTY:**

Placer County Department of Facility Services  
 Attn: John E. Ramirez, Parks Administrator  
 Parks and Grounds Division  
 11476 "C" Avenue  
 Auburn, CA 95603  
 Phone: 530-889-6807  
 Fax: 530-889-6809

Either party may amend its address for notice by notifying the other party in writing.

14. DISTRICT, 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.
15. DISTRICT shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of DISTRICT, any of DISTRICT's employees, or any subcontractor's.

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DISTRICT shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death or damage caused by DISTRICT as a result of work performed or completed, pursuant to this Agreement, DISTRICT shall, at its own expense, satisfy and discharge any judgment.

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

- 16. **Insurance:** It is agreed that DISTRICT shall maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability and One Million Dollars (\$1,000,000) workers' compensation.
- 17. 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.
- 18. 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.
- 19. 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.

Rocklin Unified School District "DISTRICT"

By: Sue Wessleis  
Sr. Director of Facilities and Operations

7/3/12  
Date

Placer County "COUNTY"

By: \_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

Approved As To Funds:

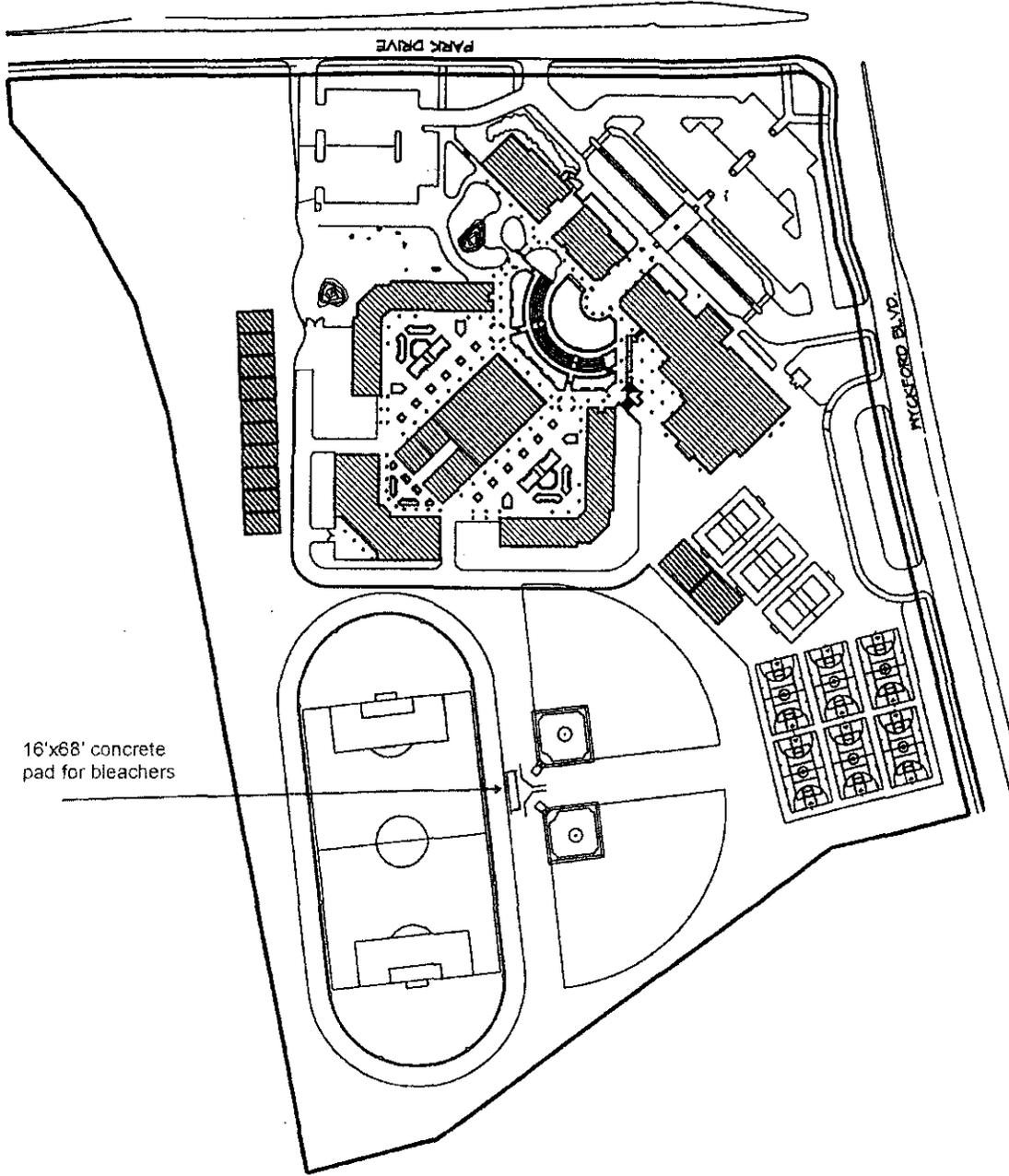
Approved As To Form

By: ek \_\_\_\_\_  
Auditor Date

\_\_\_\_\_  
County Counsel Date

T:\FAC\PARKS\CONTRACTS\ROCKLIN UNIFIED SCHOOL DISTRICT.DOCX

EXHIBIT A

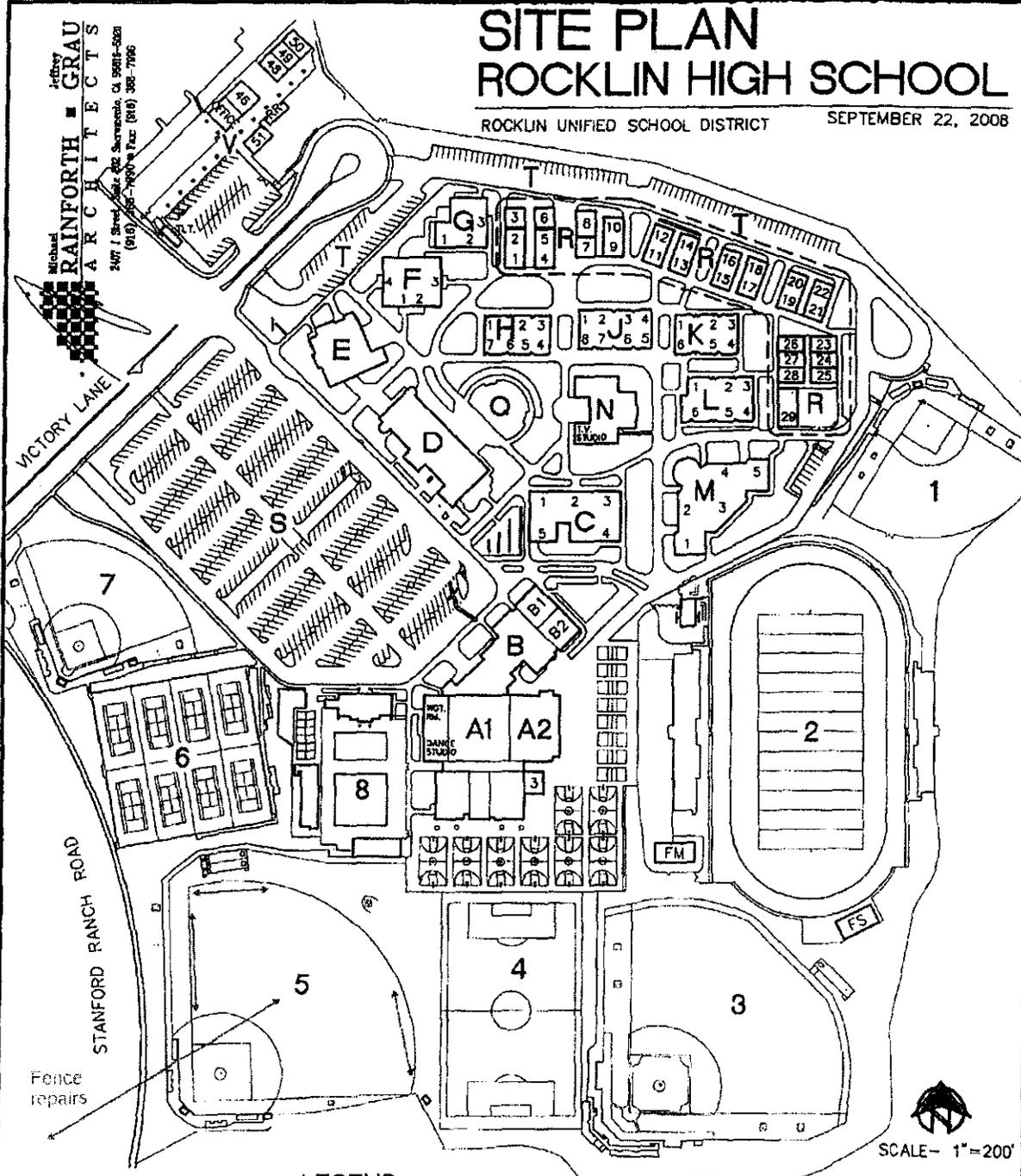


16'x68' concrete pad for bleachers

GRANITE OAKS MIDDLE SCHOOL  
SCALE: -

# SITE PLAN ROCKLIN HIGH SCHOOL

ROCKLIN UNIFIED SCHOOL DISTRICT SEPTEMBER 22, 2008



PLOT DATE: SEP 22, 2008 2:00PM H:\1836 Sierra Raisa\CD\excd\Site07072.dwg

**LEGEND**

A1	GYMNASIUM	F	SCIENCE	Q	AMPHITHEATER	1	VARSITY SOFTBALL
A2	SMALL GYMNASIUM	G	PHYSICS/CHEMISTRY	R	RELOCATABLES	2	STADIUM
B	THEATER	H	COMPUTER/RESOURCE	S	STUDENT PARKING	3	VARSITY BASEBALL
B1	VOCAL MUSIC	J	ENGLISH	T	STAFF PARKING	4	SOCCER
B2	INSTRUMENTAL MUSIC	K	MATH	V	RELOCATABLES	5	JV BASEBALL
C	ART/PHOTO/HOME ECON.	L	SOCIAL SCIENCE	FM	FACILITY MAINTENANCE	6	TENNIS
D	CAFETERIA	M	TECHNOLOGY CENTER	FS	FIELD STORAGE	7	JV SOFTBALL
E	ADMINISTRATION	N	LIBRARY			8	AQUATIC CENTER