

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

To: **BOARD OF SUPERVISORS**

Date: **NOVEMBER 6, 2007**

From: **JAMES DURFEE / ALBERT RICHIE**

Subject: **FRANKLIN SCHOOL COMMUNITY PARK - CONTRACT AMENDMENT  
WITH THE LOOMIS UNION ELEMENTARY SCHOOL DISTRICT**

**ACTION REQUESTED/RECOMMENDATION:** Approve the attached Amendment No. 1 to Agreement No. 11983 between Placer County and the Loomis Union Elementary School District (LUESD) to modify the term of the Agreement and to add a mutual termination clause as required for use of State grant funds and authorize the Chairman to sign the Agreement. This Agreement provides for the development, use and maintenance of Franklin School Community Park adjacent to Laird Road in the Loomis/Granite Bay area.

**BACKGROUND:** On March 3, 2005, your Board approved an Agreement between the LUESD and Placer County for development, use and maintenance of a new public park at Franklin School. The term of this Agreement is 20 years. Franklin School Community Park will be constructed in phases as funding is secured. The County and LUESD have developed a schematic park layout with a baseball diamond, soccer field (laid across the outfield), tot lots, picnic areas, an amphitheater, restroom facility and a perimeter trail. Phase I will be the construction of the athletic fields, picnic areas and the trail.

Partial funding for Phase I is proposed to come from two grant programs that are administered by the State Department of Parks and Recreation. The Per Capita portion of the State Park Bond Act of 2000 (Proposition 12) will fund \$255,679 and the Per Capita portion of the State Park Bond Act of 2002 (Proposition 40) will fund \$48,930 for a total of \$304,609. The State Department of Parks and Recreation recently notified County staff that the State requires the Agreement with LUESD to have a 20 year term from the time the funds are designated to the project by the State. Since the Agreement now has 18 years remaining, staff is recommending an amendment to extend the term. In addition, the State is requiring a mutual termination clause to meet the land tenure requirements of the grants. In order to make these changes to the Agreement with LUESD, it is necessary for your Board to execute Amendment No. 1 to Agreement No. 11983.

**ENVIRONMENTAL CLEARANCE:** On November 4, 1999, the Loomis Union School District adopted a Mitigated Negative Declaration (MND) for the recreational facilities being constructed at Franklin School Community Park.

**FISCAL IMPACT:** The estimate construction cost of Phase I is \$1,455,000. On June 26, 2007, your Board approved a funding package for Phase I of this project that included the \$304,609 in State Grant funding.

ATTACHMENT: ADDENDUM #1 TO AGREEMENT #11983 – LOOMIS UNION ELEMENTARY SCHOOL DISTRICT

JD/AR/JR/dh

cc: COUNTY EXECUTIVE OFFICE  
PROCUREMENT SERVICES

T:\FAC\BSMEMO2007\FRANKLIN AGR AMEND #1.DOC

233

**AMENDMENT NO. 1**

**AGREEMENT NO. 11983**

**COUNTY OF PLACER, DEPARTMENT OF FACILITY SERVICES AND LOOMIS  
UNION ELEMENTARY SCHOOL DISTRICT FOR DEVELOPMENT, USE AND  
MAINTENANCE OF A NEW PUBLIC PARK AT FRANKLIN SCHOOL**

**WITNESSETH:**

**WHEREAS**, the COUNTY has entered into Agreement No. 11983 with the Loomis Union Elementary School District, hereinafter referred to as "SCHOOL DISTRICT", for the development, use and maintenance of Franklin School Community Park; and

**WHEREAS**, two Per Capita grant programs: the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, and the California Clean Water, Clear Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, will partially pay for the new recreational facilities; and

**WHEREAS**, the grant programs require a new twenty (20) year term and also require a mutual termination clause.

**NOW, THEREFORE**, the parties hereto agree that Agreement No. 11983 shall be amended with the following revisions:

**REVISION NO. 1**

Amend Section # 12 to read:

"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.

- A. This Agreement is revocable only by mutual agreement. The Agreement may be revoked for cause, if agreed upon by the State such that the COUNTY will not be in default of its contract with the State.
- B. The COUNTY is responsible for overseeing that the SCHOOL DISTRICT maintains and uses the facility for recreational uses. Public access shall be in accordance with the intent and provisions of the enabling legislation of the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, and the California Clean Water, Clear Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, and the requirements established as result thereof.
- C. If the parties disagree on the use of the facility, the parties will meet in a cooperative fashion to resolve the issues.

**AMENDMENT NO. 1 TO AGREEMENT NO. 11983  
PAGE 2**

- D. If the SCHOOL DISTRICT breaches this Agreement or otherwise defaults on maintaining the facility pursuant to the Per Capita Block Grant requirements, the COUNTY shall assume responsibility for administrating and maintaining Franklin School Community Park to the extent necessary to ensure that grant requirements are met. The parties agree that this will include a non-revocable lease, which is non-remunerative, between the COUNTY and the SCHOOL DISTRICT for the remaining years of the grant obligation.
  
- E. Upon completion of this twenty year Agreement, the COUNTY and the SCHOOL DISTRICT may renew this Agreement upon mutual agreement of the parties. "

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 11983 to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

**LOOMIS UNION ELEMENTARY SCHOOL DISTRICT**

By: \_\_\_\_\_  
SUPERINTENDENT DATE \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
LOOMIS UNION SCHOOL DISTRICT  
LEGAL COUNSEL DATE \_\_\_\_\_

**PLACER COUNTY  
BOARD OF SUPERVISORS**

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

**APPROVED AS TO FORM:**

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