

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

To: **BOARD OF SUPERVISORS**

Date: **DECEMBER 13, 2011**

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

Subject: **BUDGET REVISION APPROPRIATING AREA #3 PARK DEDICATION FEES FOR A SWIMMING POOL AT COLFAX REGIONAL PARK**

**ACTION REQUESTED / RECOMMENDATION:** Approve and execute a Use Agreement with the City of Colfax authorizing use of Park Dedication Fees from Recreation Area #3, City of Colfax Area, in the amount of \$100,000 to help fund the construction of a new swimming pool at Colfax Regional Park, and approve a Budget Revision appropriating the funds.

**BACKGROUND:** The city-owned Colfax Regional Park was constructed in the 1960's, to provide recreational opportunities to the residents of Colfax and the surrounding areas of Placer County. The 2.7-acre park offers a ball-field, picnic area, basketball court, and a children's playground. The park also had a swimming pool, which the City demolished in 2010 because of major structural issues. Earlier this year, City officials began discussions with the County Parks Division about a project that would replace this amenity with a new heated pool. The 75-foot by 45-foot pool will have six swimming lanes, and be available for year round use. Additional amenities associated with this project include a splash play area for children, a bathhouse, shade structures, landscaping, parking areas and security cameras.

The City estimates that the Project will cost approximately \$1,612,347, and has secured a \$220,000 grant through the State Parks and Recreation Proposition 40 program. The City has also applied for a \$1,292,347 grant from the Resources Agency Proposition 84 program. To complete this funding package, and provide leverage in securing these State grants, the City requested \$100,000 of Placer County Park Dedication Fees. They anticipate completing construction five years after all funding is secured, and would be responsible for all operations and maintenance using City Taxes and User Fees.

On August 17, 2011, the Weimar Applegate Colfax Municipal Advisory Council passed a motion recommending that your Board approve this request. Similarly, on September 23, 2011, the County Parks Commission recommended your approval. In order to authorize the use of County Park Dedication Fees for the Project, your Board's approval of a Use Agreement and a Budget Revision is required.

**ENVIRONMENTAL CLEARANCE:** The City of Colfax processed a Notice of Exemption for the swimming pool project pursuant to the California Environmental Quality Act (CEQA). The action requested of your Board to approve PDF funding is not a project pursuant to CEQA Section 15378.

**FISCAL IMPACT:** There is currently \$104,100 of Park Dedication Fees available in Recreation Area #3, City of Colfax Area. As this amount is sufficient to fund the subject \$100,000 request, there will be no impact upon the County General Fund.

JD:MR:JR:DB

ATTACHMENTS: BUDGET REVISION  
USE AGREEMENT

cc: COUNTY EXECUTIVE OFFICE

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Agreement No.

**Contract Description: Agreement between the City of Colfax and the County of Placer for  
Construction of a New Swimming Pool**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, hereinafter referred to as "CITY", to supplement construction of a new swimming pool at Colfax Regional Park in Colfax, California.

**WITNESSETH:**

**WHEREAS**, CITY owns a 2.7-acre park called Colfax Regional Park, located at 101 Park Hill Drive in the City of Colfax; and

**WHEREAS**, Colfax Regional Park was constructed with active and passive recreational facilities including a swimming pool, ballpark, picnic area, basketball court and children's play area; and

**WHEREAS**, the swimming pool facility was antiquated and not up to current building and accessibility standards, and was therefore demolished in 2010.

**WHEREAS**, Colfax Regional Park is heavily used by citizens of both the CITY and COUNTY.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, it is agreed as follows:

1. The recitals listed above are incorporated into this Agreement.
2. CITY shall oversee construction of a 75 foot by 45 foot heated swimming pool which will allow for year round use by residents and visitors of Placer County.
3. COUNTY grants to CITY Park Dedication Fees in an amount not to exceed One Hundred Thousand Dollars (\$100,000) to pay for a portion of the cost of construction of the swimming pool. Funds shall be released on a reimbursement basis.

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 the CITY 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 the CITY, the CITY shall immediately upon request of COUNTY reimburse COUNTY for the same.

4. CITY shall post signs near the swimming pool facility at a location determined by the COUNTY. The sign shall recognize COUNTY funding used to pay for a portion of the costs of construction of the swimming pool.

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5. In order to receive funds hereunder, CITY 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.
6. The improvements for which funding is being requested hereunder shall be completed no later than December 31, 2016, unless COUNTY grants an extension in writing.
7. CITY shall comply, to the extent applicable, with the California Environmental Quality Act (CEQA -- Public Resources Code section 21000 et seq.) with regards to any of the activities involving the expenditure of funds received by CITY hereunder.
8. CITY, 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. All improvements purchased and/or installed pursuant to this Agreement shall become the sole and separate property of CITY as of the time said improvements are installed.
10. CITY 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. CITY shall keep detailed accounting records. 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 \_\_\_\_\_, 2011, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2031. Thereafter, this Agreement shall extend from year to year. Either party may terminate this Agreement, without cause, upon providing a minimum sixty (60) days advanced written notice to the other party. If CITY cancels this Agreement during the term of the Agreement, CITY shall reimburse COUNTY for the actual amount granted by COUNTY to CITY, not to exceed the amount specified in Item #3, 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 CITY or COUNTY at:

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COUNTY: Placer County Parks Administrator  
Department of Facility Services  
11476 C Avenue  
Auburn, CA 95603

CITY: City Manager  
City of Colfax  
PO Box 702  
Colfax, CA 95713

14. COUNTY acknowledges that CITY is a self-insured public entity. In the event CITY discontinues its policy of self-insurance, CITY agrees to procure and continue in force the following insurance coverage:

Bodily injury and property damage liability insurance with a combined single limit for bodily injury, death and property damage of not less than One Million Dollars (\$1,000,000).

15. CITY hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement.

CITY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of CITY. CITY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CITY or the COUNTY or to enlarge in any way CITY's liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CITY's performance pursuant to this contract or agreement.

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

16. 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.
17. 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.

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.

COUNTY OF PLACER

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

Date: \_\_\_\_\_

CITY OF COLFAX

By: Bruce Kranz  
Bruce Kranz, City Manager

Date: 10/21/11

Approved as to Form

Approved as to Funds

By: \_\_\_\_\_  
Placer County Counsel

By: [Signature] 11/15/11  
Placer County Auditor

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