

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

To: Honorable Board of Supervisors

Date: August 26, 2014

From: *MD* Mary Dietrich, Facility Services Director  
By: John Ramirez, Parks Administrator

Subject: Ashford Park Restrooms

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**ACTION REQUESTED:**

1. Approve and execute a Use Agreement with Auburn Recreation District authorizing the use of Park Dedication Fees from Recreation Area #5, Meadow Vista-Auburn Area, in the amount of \$17,500 for restroom rehabilitation at Ashford Park in Auburn; and,
2. Approve a Budget Revision appropriating \$17,500 to the Parks and Grounds Operating Budget from Park Dedication Fees Recreation Area #5, Meadow Vista-Auburn Area, with no net County cost.

**BACKGROUND:** The seven-acre Ashford Park is owned and operated by the Auburn Recreation District (ARD), and is located at 1601 Auburn Ravine Road in Auburn. Ashford Park is improved with a group picnic area, pond, dog park, playground, and restrooms. Over the last several years, ARD has worked to bring this park into compliance with the Americans with Disabilities Act (ADA). To date, they have completed ADA improvements to the parking lot, path of travel to the restroom and across the pond spillway, and have installed an ADA compliant playground.

ARD indicates the Ashford Park restrooms are now the only amenity that is not ADA compliant, and has developed the subject renovation project to bring the park into full ADA compliance. ARD estimates the design and construction for this project will cost \$26,637, and requests Placer County Park Dedication Fees totaling \$17,500 to fund a portion of this work. The balance of funding for this project will come from the City of Auburn Park Mitigation Funds in the amount of \$9,137.

On February 5, 2014, the Meadow Vista MAC recommended approval of this funding request, and on February 11, 2014 the North Auburn MAC recommended approval. On May 20, 2014, the County Parks Commission recommended 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 Park Dedication Fee funding is not a project pursuant to CEQA Section 15378.

**FISCAL IMPACT:** The uncommitted fund balance in Recreation Area #5, Meadow Vista-Auburn Area, is \$63,310. With approval of this request, the balance remaining will be \$45,810. As this expenditure is funded by Park Dedication Fees, there is no net County cost associated with this action.

ATTACHMENTS: USE AGREEMENT  
BUDGET REVISION

CC: COUNTY EXECUTIVE OFFICE

MD/MR/JR/KT

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AGREEMENT NO.: \_\_\_\_\_

DESCRIPTION: **AGREEMENT BETWEEN THE AUBURN AREA RECREATION AND PARK DISTRICT AND THE COUNTY OF PLACER**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the AUBURN AREA RECREATION AND PARK DISTRICT, hereinafter referred to as "ARD", to effect a restroom rehabilitation project at Ashford Park in Auburn, California.

**WITNESSETH:**

**WHEREAS**, ARD is the owner of Ashford Park, a seven acre public park located at 1601 Auburn Ravine Road, California; and,

**WHEREAS**, the existing restroom Ashford Park does not comply with requirements of the Americans with Disabilities Act; and,

**WHEREAS**, the rehabilitation of the restroom will bring Ashford Park into compliance with the Americans with Disabilities Act.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:**

1. ARD shall remodel and renovate the Ashford Park restroom as necessary in order to bring the restroom into full compliance with requirements of the Americans with Disabilities Act.
2. Prior to beginning work on this project, ARD shall submit plans to COUNTY for the purpose of allowing COUNTY to verify the work to be done is consistent with the scope of work specified in this Agreement.
3. ARD shall post a sign near the new restroom facility recognizing county funding was used to pay for a portion of the costs for the project.
4. Construction shall be completed by June 1, 2015, unless COUNTY grants an extension in writing.
5. COUNTY grants to ARD Park Dedication Fees in an amount not to exceed **Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500)**. Funds shall be released on a reimbursement basis. After the improvements are installed, COUNTY shall perform an audit of all expenses incurred. COUNTY will physically inspect and approve the facility before releasing any funds.
6. ARD, at its sole cost and expense, shall provide all water, electricity, and utilities, and shall provide all necessary maintenance and repair to the facility during the term of this Agreement.
7. All improvements purchased and/or installed by ARD pursuant to this Agreement shall become the sole and separate property of ARD as of the time said improvements are installed.

- 8. ARD agrees funds granted to it for the construction of said facility shall not be used for any purpose not specified in this Agreement.
- 9. ARD shall keep detailed accounting records. 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 \_\_\_\_\_, 2014, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2034. Either party may terminate this Agreement, without cause, upon providing a minimum sixty (60) days advanced written notice to the other party. If ARD cancels this Agreement during the twenty (20) year term, ARD shall reimburse COUNTY for the actual amount granted by COUNTY to ARD, not-to-exceed the amount specified in Section 5, 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 COUNTY or ARD at:

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

ARD: District Administrator  
 Auburn Recreation District  
 123 Recreation Drive  
 Auburn, CA 95603-5427

- 12. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.  
 ARD 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 ARD, any of ARD'S employees, or any subcontractor's.

The ARD 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 ARD as a result of work performed or completed, pursuant to this agreement, ARD 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.

13. INSURANCE.

ARD shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII or acceptable self-insurance. ARD shall provide to COUNTY a letter that certifies their self-insurance status with the ACWA / Joint Powers Insurance Policy.

14. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

ARD shall require all SUBCONTRACTOR'S to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

15. GENERAL LIABILITY INSURANCE.

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of ARD, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by ARD in this Agreement; and
- (3) Broad form property damage (including completed operations).

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to ARD'S work under the Contract.

- B. One of the following forms is required:
- (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
- C. If ARD carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
- D. If ARD carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate
  - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:

ARD shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by ARD shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

16. ENDORSEMENTS.

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by ARD, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

17. AUTOMOBILE LIABILITY INSURANCE.

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

- 18. 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.
- 19. 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.
- 20. 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.

(CONTINUED ON NEXT PAGE)

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: Department of Facility Services  
Attn: John Ramirez, Parks Administrator  
11476 C Avenue  
Auburn, CA 95603  
Phone: (530) 889-6807  
Fax: (530) 889-6809

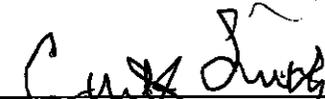
ARD: Auburn Recreation District  
Attn: Kahl Muscott, District Administrator  
123 Recreation Drive  
Auburn, CA 95603-5427  
Phone: (530) 885-0611 x 102  
Fax: (530) 885-0703

REMIT TO: Auburn Recreation District  
123 Recreation Drive  
Auburn, CA 95603-5427

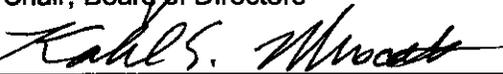
COUNTY or ARD may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

Auburn Area Recreation and Park District (ARD)

By:   
Chair, Board of Directors

Date: 6/26/14

By:   
Kahl Muscott, District Administrator

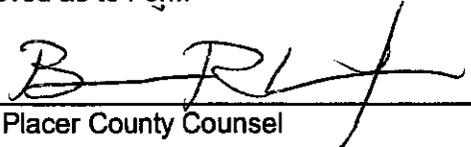
Date: 6/26/14

County of Placer (COUNTY)

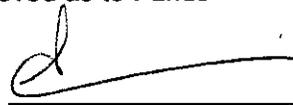
By: \_\_\_\_\_  
Chair, Board of Supervisors

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

Approved as to Form

By:   
Placer County Counsel

Approved as to Funds

By:   
Placer County Auditor

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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	35,000.00	2

- Cash Transfer Required  
Fund 399 Subfund 005
- Reserve Cancellation Required
- Establish Reserve Required

4/2/14  
 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			17,500.00	12	014		100		997425	97425	2840			17,500.00
<b>TOTAL</b>											<b>TOTAL</b>										
											17,500.00										

REASON FOR REVISION: TO APPROPRIATE EXPENDITURES AND OFF-SETTING REVENUES IN THE PARKS & GROUNDS BUDGET FROM THE PARK

DEDICATION FEE AREA #5, MEADOW VISTA-AUBURN AREA, FOR THE ASHFORD PARK RESTROOMS.

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

Date: 8/26/14  
 Page: \_\_\_\_\_

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

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