



# County of Santa Cruz

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## PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (631) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

March 1, 1999

AGENDA: March 23, 1999

### BOARD OF SUPERVISORS

County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

SUBJECT: TRANSFER OF FUNDS WITHIN SUMMIT PARK DEDICATION DISTRICT

Dear Members of the Board:

The Loma Prieta Community Foundation has approached the County Parks Department for funding to improve the ballfields at the Loma Prieta Elementary School. The Foundation needs additional funds to augment their current funding and volunteer efforts. The improvement project includes regrading the soccer and baseball fields, improving the irrigation and turf associated with the field, renovating the 440-yard track and building the high jump, long jump, triple jump, shot put and disc area.

The contribution of funds by the County for the Ballfields Project is consistent with the Joint Powers Agreement entered into between the County and the Loma Prieta Joint Union Elementary School District to provide park and recreational facilities in the Summit Area. The County also supports recreational activities at the Summit Community Center through an agreement with the Loma Prieta Community Foundation.

## BOARD OF SUPERVISORS

AGENDA DATE: March 23, 1999

## TRANSFER OF FUNDS WITHIN SUMMIT PARK DEDICATION DISTRICT

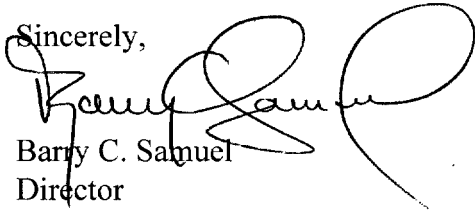
Page 2

Attached for your approval is an agreement between the County, the Loma Prieta Joint Union Elementary School District and the Loma Prieta Community Foundation for the improvements to the ballfields. The contribution is \$10,000 and sufficient funds are available in the Summit park Dedication District.

It is therefore RECOMMENDED that your Board take the following actions:

1. Approve the agreement between the County, the Loma Prieta Joint Union Elementary School District and the Loma Prieta Community Foundation in the amount of \$10,000 for the contribution for the ballfield's project.
2. Authorize the Director of POSCS to execute the agreement.

Sincerely,



Barry C. Samuel  
Director

RECOMMENDED



SUSAN A. MAURIELLO  
County Administrative Officer

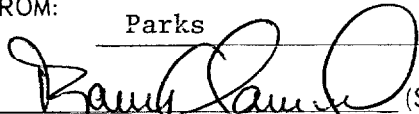
cc: Loma Prieta Joint Union Elementary School District  
Loma Prieta Community Foundation  
Auditor-Controller  
County Counsel  
POSCS

Attachments: ADM 29, Agreement

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

453

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Parks (Dept.)  
 (Signature) (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz and the Loma Prieta Joint (Agency)  
and, Union Elementary School District and the Loma Prieta Community Foundation (Name & Address)

2. The agreement will provide a contribution towards the Athletic Fields Improvement project

3. The agreement is needed, because the County cannot provide the service

4. Period of the agreement is from March 1, 1999 to June 30, 1999

5. Anticipated cost is \$ 10,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Board agenda 3/23/99

7. Appropriations are budgeted in 194964 (Index#) 6610 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. \_\_\_\_\_ Date \_\_\_\_\_  
are not will be

GARY A. KNUTSON, Auditor - Controller

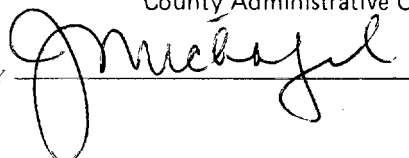
By \_\_\_\_\_ Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
\_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_

\_\_\_\_\_ (Agency).

Remarks: \_\_\_\_\_  
\_\_\_\_\_ (Analyst)

Agreement approved as to form. Date \_\_\_\_\_

County Administrative Officer  
 Date 3/11/99  
By \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green. •  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) SS  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

## AGREEMENT

This Agreement is made and entered at Santa Cruz, California, on this \_\_\_\_\_ day of \_\_\_\_\_ 1999, between the COUNTY OF SANTA CRUZ, a political subdivision of the State of California (COUNTY), the LOMA PRIETA JOINT UNION ELEMENTARY SCHOOL DISTRICT (DISTRICT), and the LOMA PRIETA COMMUNITY FOUNDATION, a California Corporation (FOUNDATION), for the terms and conditions of a \$10,000 grant from COUNTY to the FOUNDATION.

## RECITALS

WHEREAS, the DISTRICT owns a 17-acre parcel in Santa Cruz County and a 9-acre parcel in Santa Clara County, both on Summit Road, which form the boundary between Santa Cruz County and Santa Clara County;

WHEREAS, the DISTRICT has constructed on the 17-acre parcel a community center for recreation, social and cultural activities that was financed in part by a \$120,000 grant from the COUNTY in 1988 and that serves residents of both Santa Cruz and Santa Clara Counties;

WHEREAS, the FOUNDATION and the DISTRICT wishes to renovate the athletic fields at the community center.

WHEREAS, the COUNTY has agreed to contribute \$10,000 to the FOUNDATION toward the PROJECT from Park Dedication Funds within the Summit District.

NOW, THEREFORE, in consideration of mutual promises, covenants, and conditions herein, COUNTY and FOUNDATION agree as follows:

1. Responsibility of the FOUNDATION and the DISTRICT. FOUNDATION shall have the responsibility for the following matters with respect to the PROJECT and FOUNDATION shall act promptly and without delay with respect to such matters.
  - A. Prepare plans and specifications for construction of PROJECT.
  - B. Secure all approvals of all governmental agencies, which are prerequisite to construction of PROJECT.
  - C. Prepare bid document package and complete bid process as necessary.
  - D. Award the contract for construction of PROJECT and supervise and administer the construction process as needed.
  - E. Retain the professional services of landscape architects, engineers, and/or other professional experts as needed for the PROJECT.

- F. Submit all plans and specifications to COUNTY for approval.
  - G. Payment of all taxes, assessments, fees, and charges on commodities, goods, merchandise, fixtures, appliances, equipment and property owned by it in, on or about the PROJECT.
2. Responsibility of COUNTY. COUNTY shall contribute a maximum of Ten Thousand and No/1 00 Dollars (\$10,000) toward the PROJECT for all labor, materials, equipment, transportation, and services necessary for design and completion of renovations as described on Attachment A, incorporated herein by reference.
  3. All parties to this Agreement understand and agree that the Loma Prieta athletic fields shall be made available for recreational uses during the lifetime of the improvements according to the Civic Center Act (Education code Title 2 part 23 Chapter 6 Article 2 starting with Section 40040). In consideration of the COUNTY contribution to the PROJECT, DISTRICT and FOUNDATION expressly state that the COUNTY shall have the right to use the facility when said facility is not specifically needed by the DISTRICT or FOUNDATION for fifteen years, to June 30, 2014, upon request.
  4. Operation and Maintenance. COUNTY shall have no responsibility to operate or maintain any improvements covered by this Agreement. FOUNDATION and DISTRICT shall manage, operate, and control the PROJECT for which it is responsible and shall assume the cost thereof.
  5. Compensation. FOUNDATION, as a non-profit corporation that has been granted tax-exempt status under Internal Revenue Code Section 501, may request a one-time advance of up to 3/4 of the total grant amount for materials under this Agreement. Each subsequent payment will be based on actual expenses.
    - A. FOUNDATION shall not use a cash advance to provide working capital for other projects, and such an advance shall be deposited in an interest-bearing account, and any interest shall be used toward the project costs.
    - B. Final Payment Request. A request for final payment for the Agreement shall be provided no later than thirty (30) days following completion of the PROJECT. FOUNDATION must account for all expenditures and interest on any advance and any expenditures of any interest as part of this final payment request. All unused funds, including the unused portions of any advance shall be returned to the COUNTY at that time.
    - C. Accounts, Records, Accounting, and Audits. FOUNDATION shall account separately for all funds provided to FOUNDATION by COUNTY and any interest earned on any advance pursuant to this Agreement. No other monies shall be deposited or in any manner co-mingled with this account.

FOUNDATION must make and maintain books and records in a form which conforms to generally accepted accounting principles, detailing all costs and expenditures paid or incurred, and income received or earned from activities engaged in connection with this Agreement, and preserve for a period of five (5) years after the term of this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. FOUNDATION hereby agrees to make all fiscal records available for inspection and the making of excerpts and transcriptions by the authorized representatives of the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, County Parks, Open Space and Cultural Services and other County departments, upon request, during the term of this agreement and for a period of five (5) years after final payment under this Agreement for monitoring and audit purposes and to verify FOUNDATION'S compliance with the terms of this Agreement. In addition, the records of CONTRACTOR may be audited by County of State offices, as determined necessary by the COUNTY.

6. FOUNDATION shall exonerate, indemnify, defend and hold harmless the COUNTY and the DISTRICT, (which for the purpose of paragraphs 6 and 7 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which the County and/or the District may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY and/or the DISTRICT. Such indemnification includes any damage to the person (s), or property (ies) of FOUNDATION'S and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions, required to be paid with respect to FOUNDATION and FOUNDATION'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
  - C. FOUNDATION hereby waives all claims and recourse against the COUNTY and the DISTRICT, including the right to contributions for loss or damage to persons or property arising from, growing out of, or in any way connected within incident to this Agreement.
7. FOUNDATION, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverages and requirements. Such insurance coverage shall be primary coverage as respects the COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of FOUNDATION'S insurance coverage and

shall not contribute to it.

If FOUNDATION and DISTRICT utilizes one or more subcontractors in the performance of this Agreement, FOUNDATION shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of FOUNDATION in this Agreement.

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if FOUNDATION has no employees and certifies to this fact by initialing here  
\_\_\_\_\_ / \_\_\_\_\_
- 2) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1 ,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 3) Automobile Liability Insurance for each of FOUNDATION'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by FOUNDATION'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by FOUNDATION is not a material part of performance of this Agreement and FOUNDATION and COUNTY both certify to this fact by initialing here \_\_\_\_\_ / \_\_\_\_\_
- 4) Standard fire and extended coverage insurance, together with insurance against vandalism and malicious mischief, for project during ball field construction.

B. Other Insurance Provisions

- 1) FOUNDATION agrees to provide COUNTY at or before the effective date of this Agreement with a certificate of insurance of the coverage required.
8. FOUNDATION is an independent contractor and not an employee of the COUNTY. FOUNDATION is responsible for all insurance, including Worker's Compensation and Unemployment Insurance, and all payroll related taxes.
9. Notices. Any notices required under this Agreement shall be considered delivered if sent by United States Postal Services postage paid or by personal delivery to the following:

Parks, Open Space and Cultural Services  
 County of Santa Cruz  
 979 17<sup>th</sup> Avenue  
 Santa Cruz, CA 95062

Loma Prieta Community Foundation  
 23800 Summit Road  
 Los Gatos, CA 95030

Loma Prieta Joint Union Elementary School District  
 23 800 Summit Road  
 Los Gatos, CA 95030

10. Non-Discrimination Clause. During the performance of this Agreement, FOUNDATION and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. FOUNDATION and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. FOUNDATION and subcontractors shall comply with the provisions of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. FOUNDATION and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

FOUNDATION shall include the nondiscrimination and compliance provisions of Paragraph 10 in all subcontracts to perform work under the Agreement.

11. This agreement shall become operative upon its execution by the FOUNDATION and by the CCUNTY, and shall remain operative through completion of project construction and that the right of COUNTY to use the facility as set forth in Paragraph 3 of this Agreement shall continue for fifteen (15) years, to June 30, 20 14.



IN WITNESS WHEREOF, the parties have entered into this Agreement on the date hereinafter indicated.

COUNTY OF SANTA CRUZ

By: 

Barry C. Samuel, Parks Director

Dated: 3/6/99

LOMA PRIETA JOINT UNION ELEMENTARY SCHOOL

By: 

School Board President

Dated: 2/10/99

LOMA PRIETA COMMUNITY FOUNDATION

By: 

President

Dated: 1/19/99

APPROVED AS TO FORM:

By:  3-5-99

Office of the County Counsel

APPROVED AS TO INSURANCE:

By:  3-5-99

Risk Management

Distribution:

Loma Prieta Joint Union Elementary School District  
Loma Prieta Community Foundation  
Auditor-Controller  
County Administrative Office  
County Counsel  
Department of Parks, Open Space and Cultural Services

## ATTACHMENT A

## Athletic Fields Project

Listed here are the items of construction and/or materials for the Renovation Project for which the FOUNDATION will be reimbursed. All construction work shall be performed in accordance with drawings, specifications and other contract documents as adopted by Loma Prieta Community Foundation, and filed with the Department of Parks, Open Space and Cultural Services.

- Grade and level the field
- Abate the gophers
- Re-work the current water system to make it more efficient
- Re-plant the turf as needed
- Renovate two soccer fields
- Renovate two baseball diamonds
- Renovate the 440 yard track
- Re-build high jump, long jump, triple jump, shot put and disc area

The total of all reimbursements to FOUNDATION by COUNTY shall not exceed the \$10,000 provided in this Agreement.