



County of Santa Cruz

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

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

BARRY C. SAMUEL, DIRECTOR

November 17, 1999

AGENDA: December 7, 1999

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

SUBJECT: **Santa Cruz Gardens Elementary School Track**

Dear Members of the Board:

On November 9, 1999 your Board directed the Parks Department to contact the Santa Cruz Gardens Elementary School with regard to their request for joint funding of a 200-meter track and the terms of a possible joint use agreement.

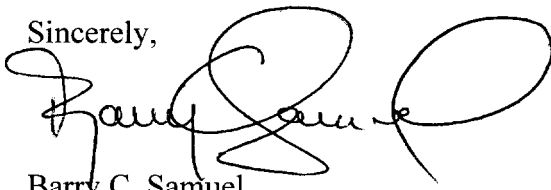
The Director has been in contact with Alicia Escobar, Principal of Santa Cruz Gardens Elementary School and has expressed the County's willingness to enter into a Joint Powers Agreement to provide 50% of the funding for a track (not to exceed \$15,000) from Soquel Park Dedication funds. It was discussed that the school would have exclusive use of the track during normal school hours (8:00 a.m. to 3:00 p.m. Monday - Friday) and the community would have unrestricted access at all other times.

Ms. Escobar is very excited about this project and will begin working with the School Improvement Program (SIP) Coordinator to find the other 50% of the funds needed to build the track.

It is therefore RECOMMENDED that your Board:

- 1) Direct the Parks Director to work with the Santa Cruz Gardens Elementary School and the Soquel School District to enter into a Joint Powers Agreement (see attached draft) which would provide up to 50% (not to exceed \$15,000) of the funding for the construction of a 200-meter track at the Santa Cruz Gardens Elementary School.
- 2) Authorize the Director of Parks to sign the Joint Powers Agreement on behalf of your Board.
- 3) Adopt a resolution accepting unanticipated revenue for the Soquel Park Dedication District of \$15,000 and establish appropriations for the new running track.
- 4) Direct the Parks Department to report back to your Board upon completion of the new 200-meter track.

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

attachments: Joint Powers Agreement, Aud 60, ADM 29

cc: CAO, POSCS, Auditor-Controller, County Counsel, Alicia Escobar

JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "COUNTY," and the Soquel Elementary School District, hereinafter referred to as "SCHOOL DISTRICT,"

WITNESSETH:

WHEREAS, Section 6500 et seq. of the Government Code of the State of California authorizes certain public agencies, by agreement, to jointly exercise any power common to the contracting parties; and

WHEREAS, SCHOOL DISTRICT is empowered to establish and maintain recreation facilities and services and to cooperate with any County to do so (ED.C. §§ 10902, 10905); and COUNTY is empowered to establish and maintain local park or recreation facilities and services within County Service Area No. 11 (Govt. C §25210.60); and

WHEREAS, SCHOOL DISTRICT may grant the use of school buildings or grounds for public recreational purposes when such use is not inconsistent with the use of said facilities for school purposes and does not interfere with regular conduct of school work (Ed. C. §§40053, 40054).

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

1. SCHOOL DISTRICT shall be the administering agency of this agreement and shall exercise the common power to establish and maintain recreational facilities in the manner set forth in this agreement, subject to the restrictions upon the manner of exercising the aforesaid power of COUNTY.

2. The purpose of this agreement is the development of the following recreation facility:
At the Santa Cruz Gardens Elementary School, a running track for use by the school and the community.

SCHOOL DISTRICT agrees to provide all labor and materials necessary to complete said purpose.

3. COUNTY shall contribute up to \$15,000 to SCHOOL DISTRICT upon presentation of vendor's invoices to the County Auditor to assist with 50% of the financing of the cost of construction of the above-described park or recreation facilities. SCHOOL DISTRICT shall provide strict accountability of all funds and a report of all receipts and disbursements.

4. It is agreed that title to the recreation facilities constructed pursuant to this agreement shall be in SCHOOL DISTRICT. SCHOOL DISTRICT agrees to pay for any and all utilities and shall keep and maintain the above-described park and recreational facilities in a good state of condition and repair for the reasonable life of the facilities.

5. Parties agree that during the school year the use of the facilities for school purposes shall have priority over any other use; and when not used for such purpose, these facilities shall be made available for public use, subject to the provisions as prescribed in the Education Code, Sections 40040 - 40050 and the policies as established by the SCHOOL DISTRICT Board of Trustees.

6. SCHOOL DISTRICT shall maintain its liability insurance to provide coverage for the facilities. The COUNTY shall extend its liability insurance to provide coverage for any public use of the facilities during any period for which the COUNTY elects to provide supervision of public use. The COUNTY shall hold the school district harmless of any claims or damages arising from the use by the public during such periods which are under the supervision of the COUNTY, except as to damages resulting from the dangerous condition of the property.

COUNTY agrees to notify school district of any condition of the facilities which appear to

constitute any danger or hazard to the users of the facilities as soon as it has knowledge of any such condition. 365

7. Parties agree that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination in the use of the facilities.

8. It is agreed COUNTY shall have the right to charge a user fee to cover its reasonable expenses for providing recreational programs or other supervision during periods of public use of the facilities.

IN WITNESS WHEREOF, the parties hereto execute this agreement on this _____ day of _____,

COUNTY OF SANTA CRUZ

By _____
Barry C. Samuel
Park, Open Space and Cultural Services

APPROVED AS TO FORM:

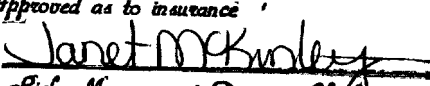


County Counsel

BY _____
Soquel Elementary School District

DISTRIBUTION\:

- CAO
- County Counsel
- Auditor-Controller
- Director - County Parks
- Soquel Elementary School District

Approved as to insurance
By 
Risk Management Division Chief
Date 11-29-99

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

Resolution No. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from Soquel Park Dedication
Fees for Park Capital Improvements program; and

WHEREAS, the County is recipient of funds in the amount of \$ 15,000 which are
either in excess of those anticipated or are not specifically set forth in the current fiscal year
budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c) / 29064(b), such funds may be
made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 15,000 into
Department Soquel Park Dedication District

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
01	194963	2204	Park Dedication Fees	\$15,000

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>- Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
21	194963	6610		Structures & Improvements	\$15,000

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and
that the Revenue(s) (has been) (will be) recieved within the current fiscal year.

By [Signature]
Department Head

Date 11/18/99

COUNTY ADMINISTRATIVE OFFICER

BW / Recommended to Board

/_____/ Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 19____ by the following vote (requires four-fifths vote for approval):

AYES: - SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Howard A. Oberhelman Jr.
County/Counsel 12/16/97

APPROVED AS TO ACCOUNTING DETAIL:

Ronald J. Allen 11/19/99
Auditor-Controller

Distribution;.

Auditor-Controller

County Counsel

County Administrative Officer

Originating Department

AUD60 (REV 12/97)

c:\audit\aud60.wpd

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COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0368

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

FROM:

Parks, Open Space & Cultural Services (Dept.)

[Signature]
(Signature)

11/18/99 (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 (Agency)
and, Soquel Elementary School District, 620 Monterey, Capitola, CA 95010 (Name & Address)
2. The agreement will provide 50% funding not to exceed \$15,000 for a running 200-meter track at
Santa Cruz Gardens Elementary School
3. The agreement is needed, because the County cannot provide the service
4. Period of the agreement is from January 1, 2000 to June 30, 2000
5. Anticipated cost is \$ 15,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: see Joint Powers Agreement
7. Appropriations are budgeted in 194963 (Index#) 6610 (Subobject)

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

Appropriations - available and hy 1/19/99 numbered. Contract No. C091985 Date _____
are not

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Wilson Deputy.

Proposol 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:

County Administrative Officer

By Bolw Date 11-23-99

(Analyst)

Agreement approved as to form. Date _____

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 _____

County Administrative Officer
By _____ Deputy Clerk

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