



# County of Santa Cruz 0527

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## PARKS, OPEN SPACE & CULTURAL SERVICES

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BARRY C. SAMUEL, DIRECTOR

December 27, 2000

AGENDA: January 23, 2001

### BOARD OF SUPERVISORS

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

SUBJECT: JOINT USE AGREEMENT FOR TEEN CENTER

Dear Members of the Board:

Since 1998 the Santa Cruz County Department of Parks, Open Space and Cultural Services (Parks) has been conducting a Teen Program for the young people in Live Oak and specifically students at the Shoreline Middle School. This successful program, initially funded by the Community Foundation, has been operating for the past 2 years both during the school year and in the summer. During the summer months Parks has rented classroom space at Shoreline Middle School and provided programs and activities for about 40 - 50 youngsters a day. Last school year an attempt was made to conduct the program in the Community Room of the Swim Center. While the program was successful, it did not reach its full potential because the space was not conducive to attract young people and needed to be rearranged on a daily basis to accommodate other activities in the building.

In cooperation with the Redevelopment Agency, a tentative arrangement has been made with the Live Oak School District which will allow the County to install a portable classroom building on the Shoreline Middle School campus specifically for use as a Teen Center. The financial details of this proposed arrangement appear as a separate item from the Redevelopment Agency on today's agenda. The portable classroom will be utilized by Parks as the permanent home for the Live Oak Teen Program. The program will operate weekdays from 3 p.m. to 6 p.m. during the school year and will become a full day program during the summer months. Parks is extremely pleased with this arrangement and is convinced that having the Teen Center on the Shoreline Middle School campus is the best location for the program.

BOARD OF SUPERVISORS  
 JOINT USE AGREEMENT FOR TEEN CENTER  
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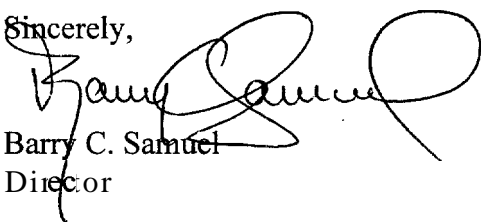
AGENDA: January 23, 2001

The proposed Joint Use Agreement between Parks and the Live Oak School District is attached. The term of the agreement is for 7 years and provides for an opportunity to renew if both parties are amenable. The agreement provides a waiver of the usual ground lease fees for use of school property and free utilities in return for Parks providing annually up to \$4,500 of swim time at the Simpkins Family Swim Center for students of the Live Oak School District.

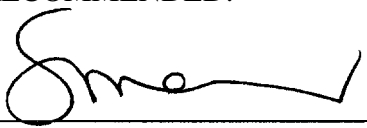
It is therefore RECOMMENDED that your Board:

1. Approve the attached Joint Use Agreement between the County and the Live Oak School District and authorize the Director of Parks to execute the Agreement on behalf of the County.
2. Authorize the Parks Director to take any other actions needed to implement the Agreement.

Sincerely,

  
 Barry C. Samuel  
 Director

RECOMMENDED:

  
 \_\_\_\_\_  
 SUSAN A. MAURIELLO  
 County Administrative Officer

Attachment: Joint Use Agreement

cc: CAO, Auditor-Controller, County Counsel, Parks, RDA, Live Oak School District

**Joint Use Agreement Regarding Teen Center  
 Between Live Oak School District,  
 And the Santa Cruz County Parks, Open Space, and  
 Cultural Services Department [PARKS]**

**Background / Intent**

WHEREAS, the Live Oak School District (hereafter referred to as “DISTRICT”) and the Santa Cruz County Parks, Open Space, and Cultural Services Department, (hereafter referred to as “PARKS”) (collectively, the “Parties”) desire to develop a successful Teen Center serving both DISTRICT students and the Santa Cruz County community; and

WHEREAS, the Live Oak/Soquel Redevelopment Agency (“AGENCY”) and the DISTRICT have entered into a separate agreement (attached) to purchase and obtain a portable classroom to be used as a Teen Center serving both DISTRICT students and the Santa Cruz County community, after being placed on the campus of Shoreline Middle School (“PORTABLE”); and

WHEREAS, the Parties have recognized a need for an additional agreement regarding installation, use, and ongoing operation of PORTABLE and clarification of specific terms and conditions of such use and operation as Teen Center (and for other uses, to be defined herein);

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration as set forth below, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **Term of Agreement:**

The Parties understand and agree that this agreement shall be effective for a seven-year period (January 1, 2001 through December 31, 2008) unless sooner terminated pursuant to this agreement. Either party may terminate this agreement on 60 days prior written notice after material breach or default by the other party. The Party alleged to have breached or defaulted shall have at least 30 days (from the date of written notice of alleged material breach or default) to attempt to cure the breach or default, or arrange for other mutually agreed resolution of the issue. Upon any termination of this agreement after transfer of ownership interest in PORTABLE from DISTRICT to AGENCY (see attached Agreement, Paragraph 2), including but not limited to ending the Teen Center Program, PARKS and/or AGENCY (whichever holds title to the PORTABLE) shall offer District first priority right to purchase

PORTABLE at the then current fair market value. Upon the expiration of this Agreement, the Parties agree to discuss whether to enter into a new agreement, and if so, under what specific terms.

During the term of this Agreement, the Parties agree to meet regarding the Teen Center, and whether any changes to this Agreement should be made, at least two times per year. The Parties also agree to work collaboratively to the extent reasonably possible, to make this shared use Agreement successful for both PARKS Teen Center programs and DISTRICT programs.

2. PORTABLE Purchase And Reimbursement As Condition of This Agreement:

The Teen Center portable shall serve both DISTRICT students and the wider community at large. Parties agree that the Teen Center portable classroom will comply with the State Architect's and DISTRICT's standards and criteria, and will conform to the appearance and design of existing buildings and/or hook-ups on the Shoreline Middle School campus,

The Parties agree that AGENCY shall purchase (via reimbursement to DISTRICT) and DISTRICT shall install, a portable classroom to serve as the Teen Center on the Shoreline Middle School campus of DISTRICT, AGENCY's purchase of the portable classroom shall be according to the process described in the attached "Agreement Regarding Purchase Of Portable Classroom For Use As Teen Center Between Live Oak School District And Live Oak / Soquel Redevelopment Agency." Successful implementation of that agreement, through the stage of transfer of title of PORTABLE to AGENCY, shall be and is a necessary condition precedent to continuation of this Agreement.

Parties agree and represent that PARKS, AGENCY, and/or the County of Santa Cruz, shall bear all costs for installation and setup of this portable classroom, once placed at Shoreline Middle School, to ensure that it functions for the benefit of both Parties and the young people they serve. The Parties agree that the DISTRICT will continue to hold full ownership and title to the real property on which the portable is placed. Parties agree and represent that DISTRICT shall bear all costs for removal of this portable classroom, if ever removed, and return of the land underlying the classroom to its prior condition, if that is what DISTRICT desires.

3. Lease / Reciprocal Use Arrangements:

The Parties agree that DISTRICT shall allow placement, access and use, as defined herein, of the PORTABLE at no cost to PARKS (no rental or lease fee to PARKS during the term of this Agreement, while it operates the Teen Center at Shoreline Middle School). In exchange, PARKS shall grant DISTRICT, during the term of this Agreement, use of the PARKS

swimming pool(s) annually for each of the following programs, free of usage fees or charges up to certain annual limits, for the following DISTRICT programs:

- ◆ Live Oak Summer Recreation Program (free up to \$500.00/yr for this program)
- ◆ Child Development Summer Program (free up to \$1500.00/yr for this program)
- ◆ Shoreline Middle School Physical Education Program (free up to \$2500.00/yr for this program)

DISTRICT and PARKS agree to schedule such pool use at least 90 days in advance, and resolve any other logistical issues at least ten days before such use.

PARKS shall provide all custodial and/or maintenance services related to its use of the PORTABLE.

DISTRICT shall pay for all ongoing utilities services for the PORTABLE, except for telephone services expenses.

DISTRICT shall not use the PORTABLE as an office or classroom. Parties agree that DISTRICT may use the PORTABLE for counseling uses or other occasional day uses. However, such DISTRICT occasional use shall first be approved by PARKS.

All staff associated with the Teen Center Program shall be required to comply with all **then-current** standards and requirements applicable to comparable DISTRICT employees, for **pre-employment** fingerprint checking and verification (and/or other criminal background checking), prior to beginning, or continuing, employment.

PARKS shall provide a portable cellular phone for its Teen Center supervisor to allow for direct parent contact with the supervisor. The Parties agree to obtain, if reasonably feasible, a portable with restroom facilities attached, for the purpose of minimizing additional costs or burden to Shoreline Middle School and the DISTRICT.

#### 4. Facility Compliance:

The Parties agree, warrant, and represent that the Teen Center portable shall comply with all applicable school facilities regulations, including the Title 24 requirements on all facilities costing more than \$20,000.

5. DISTRICT Policies for Use of This Facility Shall Govern:

PARKS agrees, warrants and represents that PARKS, and its supervisors, will make sure the DISTRICT's policies for use of the Teen Center portable and other facilities is followed by all users of those facilities, including the priority system to prevent conflicts between groups and programs. (Board Policy and Administrative Regulation 1330). Further, PARKS agrees, warrants and represents that it will use the Teen Center portable only for Teen Center uses, and will not institute or authorize any other use of the portable without prior written consent of DISTRICT.

6. Access:

The Parties agree that the Teen Center facility, as well as the Teen Center program, shall be accessible to people with disabilities.

7. Damage Reporting:

The Parties agree to establish a communication system, no later than 30 days after the Effective Date of this Agreement, for reporting any damage to the Teen Center facility. The purpose of this provision is to ensure that any such damage is addressed and remedied, by the responsible Party, as soon as possible.

**Supervision**

8. PARKS to Have Primary Supervisory Responsibility:

The Parties agree that PARKS shall assume primary supervisory responsibility for all students in its Teen Center program, during the times PARKS conducts its Teen Center programs, and is present inside the portable. This includes, but is not limited to, **performing** the following:

- ◆ PARKS shall make sure all Teen Center participants are aware of and abide by DISTRICT and site conduct rules and policies (including no smoking, no skateboarding, no bicycles on campus) during the times PARKS is operating its Teen Center Program.
- ◆ PARKS shall enforce DISTRICT rules and policies to ensure consistency with DISTRICT programs during the times PARKS is operating its Teen Center Program.
- ◆ PARKS agrees to be the primary agent for student discipline/behavior issues resolution for Teen Center participants regarding conduct during the times PARKS is operating its Teen Center Program. Also, PARKS agrees to give the DISTRICT notification of such

student discipline/behavior matters to determine whether other DISTRICT discipline is appropriate under the circumstances. The Parties agree and understand that being the primary agent also includes notifying the student's parents according to DISTRICT policy and regulation.

- ◆ PARKS agrees to notify Shoreline Middle School site administration immediately of any situation that is, or may be, a violation of student discipline laws or policies, including those found in Education Code sections 48900 et. seq., and the Drug-Free Schools Act. DISTRICT will provide PARKS with DISTRICT's student discipline policies and the laws found at Education Code §§48900 et seq. and the Drug-Free Schools Act, as referenced above.
- ◆ PARKS shall notify Shoreline Middle School site administration as soon as possible, or within 24 hours, of any situation PARKS representatives are aware of that is, or may be, unsafe or criminal conduct on or near Shoreline Middle School campus, including break-ins, vandalism, etc. The DISTRICT agrees to notify PARKS Teen Center staff of any DISTRICT student who is not permitted on campus or school grounds. In this way, the Parties will ensure that any student who is forbidden from being on Shoreline's campus will also not be permitted on school grounds for the Teen Center Program for the duration of the discipline.
- ◆ PARKS agrees to be the primary agent for resolving disputes between Teen Center participants and for resolving other participant and parent concerns, when those concerns arise from participation in the Teen Center program run by PARKS.

9. Cooperative Use And Scheduling Issues:

- ◆ The Parties agree that as operator of the Teen Center portable facility, and tenant upon DISTRICT real property, PARKS shall enjoy priority use of that facility to provide Teen Center programs and activities, so long as such use does not interfere with or disrupt the educational programs or activities of the DISTRICT. The Parties agree that the regular hours of the Teen Center program will be the hour before school starts in the morning, the lunch hour for students, and from 3:00 p.m. to 6:00 p.m. during the regular school year calendar. The Parties agree that the regular summer, vacation and holiday hours of the Teen Center program will be from 8:00 am to 8:00 pm. Parties will meet and confer to make sure schedules shall not conflict with DISTRICT or Education Code requirements (e.g. Summer School or other DISTRICT programs).
- ◆ DISTRICT may request use of the Teen Center portable for DISTRICT supporting uses related to the Teen Center, so long as such uses do not interfere with or disrupt the

programs or activities of PARKS. Further, the DISTRICT, as lessor, must have 24-hour access to inspect/repair the facility, on reasonable prior notice.

- ◆ During the operation of the summer recreation program, the Recreation Superintendent and the Shoreline Middle School Principal shall coordinate and determine use of the PORTABLE to ensure there are no conflicts in use of the facility. DISTRICT shall provide PARKS with a written copy of DISTRICT's scheduling policies and procedures upon execution of this agreement. DISTRICT will provide PARKS with all updates to scheduling policies and procedures on an annual basis.
- ◆ To clarify time of usage and priorities for the PORTABLE, all use of that facility, regardless of type, and whether supervised by PARKS Teen Center staff, DISTRICT personnel, or others, shall be scheduled and calendared in **advance** according to DISTRICT scheduling practices. This includes any occupancy of the facility for security purposes, and to prevent scheduling conflicts.
- ◆ PARKS shall ensure that each of its uses for the PORTABLE facility is compatible with and conforms to the Shoreline Middle School site's then current schedule for school personnel and security. This helps avoid overtime liability or scheduling conflicts with site personnel, and helps operation and security of the site as a whole.
- ◆ PARKS may use Shoreline Middle School's outdoor school facilities for supervised Teen Center activities overflow at no additional charge when such facilities are not being used by school or other community groups. PARKS may reserve athletic fields, the gymnasium, or other facilities of DISTRICT, on the same basis, using the same process, and at the regular then-current rate for such special events or activities requiring a guaranteed reservation.

10. Unavailability of Certain Shoreline Facilities:

During times when certain Shoreline Middle School site facilities are unavailable (e.g. parking lot closes at 3:30 p.m. in the summer), the Parties hereby agree to meet and confer about scheduling prior to the unavailability to determine whether alternatives can be arranged to avoid disruption. Such agreement, if reached, shall be memorialized in a separate document to be attached to this Agreement.

11. Reciprocal Use Agreement:

By no later than 45 days **after** the effective date of this Agreement, the Parties agree to meet and confer regarding development of a reciprocal use agreement to address issues like parking



and other facilities under the control of each Party, in a way that maximizes the benefit and efficient use of such facility for both Parties, and their respective programs.

Parties agree that the DISTRICT shall have and enjoy the use of the PARKS swimming pool annually, for the entire term of this Agreement, pursuant to the provisions of Paragraph #3, above.

### **Insurance/Miscellaneous**

12. By no later than June 30 2000, PARKS shall confirm to DISTRICT in writing that it carries at least the following minimum required insurance coverage, and policy limits:

- ◆ Workers' Compensation                      -- Per Applicable Statutory Minimums
- ◆ General Liability                                -- \$1,000,000

PARKS also agrees, represents and warrants that it will maintain such minimum coverage, and/or equivalent self insurance, for the duration of this Agreement.

PARKS also hereby agrees to indemnify, hold harmless, and defend DISTRICT, its officers, Governing Board, employees and agents if named in any complaint, claim, demand, action, and/or litigation in connection with PARKS operation and use of the Teen Center.

By no later than the effective date of this agreement, PARKS shall provide DISTRICT with a certificate of insurance meeting or exceeding the policy limits noted above.

13. **Site Alarm Codes:**

For security reasons, PARKS staff will not have access to Shoreline Middle School site alarm codes. However, if the DISTRICT places an alarm on the Teen Center portable, the DISTRICT will provide PARKS staff with the specific alarm code for that portable. Nothing in this paragraph guarantees access to the Teen Center portable at all times. Consistent with Paragraph 9, all use of and access to this facility shall conform to Shoreline Middle School's then current schedule for school personnel and security.

14. **Entire Agreement:**

This Agreement contains the entire agreement between DISTRICT and AGENCY and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter thereof and supersedes all prior negotiations and agreements, whether written or oral, relating to its subject matter. This Agreement may not be altered, amended,

or modified, except by another written agreement that specifically refers to this Agreement, duly executed by authorized representatives of each of the Parties.

15. Knowing and Voluntary Agreement:

The terms of this Agreement are contractual and not a mere recital. This Agreement is executed without reliance on any promise, warranty or representation by the Parties or any representative of the Parties other than those expressly contained in this Agreement, and the Parties have carefully read this Agreement and signed the same of their own free will.

16. Applicable Law:

This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California.

17. Headings:

The headings contained in this Agreement are to facilitate reference only and do not form any part of this Agreement, and shall not affect the construction or interpretation hereof

18. Severability:

Should any provision of this Agreement, for any reason, be deemed or held invalid or unenforceable, in whole or in part, by a court or other legally authorized body, such provision **shall** be enforced to the maximum extent possible, and the remaining provisions of this Agreement shall remain in full force and effect.

19. Execution of Agreement:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

20. Effective Date of this Agreement:

The date on which the last Party (or authorized representative of the Party), signs this Agreement is its effective date.

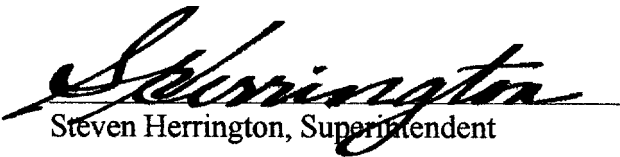
IN WITNESS WHEREOF, each of the Parties hereto have duly executed this Agreement as of the date shown below.

Date: **SANTA CRUZ COUNTY PARKS OPEN SPACE, AND CULTURAL SERVICES DEPARTMENT [PARKS]**

By: \_\_\_\_\_  
Barry Samuel, Director

Date: **LIVE OAK SCHOOL DISTRICT**

*1-10-2001*

By:   
Steven Herrington, Superintendent

LiveOakJointUseFinal7.doc