



0547

County of Santa Cruz

REDEVELOPMENT AGENCY

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 95060-4000

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TOM BURNS, AGENCY ADMINISTRATOR

January 23, 2001

Agenda: January 23, 2001

Board of Directors
County of Santa Cruz Redevelopment Agency
701 Ocean Street
Santa Cruz, CA 95060

Purchase of Portable Classroom for Live Oak Teen Center

Dear Members of the Board:

In December of 1998, the Parks Department received initial grant funding to create a teen center to serve the Live Oak Community. Since that time, in spite of available operating funds, the program has not been able to run continuously due to a lack of a facility. Through recent discussions between County Parks, the Live Oak School District and Agency staff, a plan has been developed to provide a long term location for the Live Oak Teen Center. The purpose of this letter is to address the Agency's portion of that plan.

Because of pressing demands for existing facilities controlled by the Parks Department and the Live Oak School District, it has only been possible to provide sporadic interim locations for the Teen Center over the past two years. Recognizing the importance of creating a long term stable location for the Center, District, Parks and Agency staff have explored a series of options this past year. Difficulties centered on defining the proper location for the program and providing available space at that location. Through those discussions, a plan has been developed which provides the following partnership:

- ▶ The District would provide a location for a new portable classroom to house the program on the Shoreline Middle School campus and would be responsible for purchasing and installing a portable classroom to house the program;
- ▶ The County (Parks) **would** operate the program within its current budget; and
- ▶ The Agency would provide the funding to purchase and install the required portable classroom to house the program.

In order to facilitate the proposed cooperative venture, two agreements have been drafted. The first, between County Parks and the District, is discussed elsewhere on this agenda, as part of a letter to the Board of Supervisors from the Parks Department. That agreement addresses operational issues related to the program. The second agreement, between the District and the Agency, governs the purchase, installation and ownership of the portable classroom (Attachment I). In brief, the agreement provides for the following:

- ▶ the District would be responsible for purchasing and installing the portable classroom;
- ▶ the Agency would pay all costs related to the acquisition and installation of the portable classroom;
- ▶ the Agency would be the long term owner of the portable classroom, with the District having first right to purchase (at market value) at such time as the lease expires (seven years minimum); and
- ▶ the operation of the program would be the responsibility of Parks, and would be governed by its agreement with the District

It is estimated that the cost of purchasing and installing the portable classroom should not exceed \$80,740. The agreement provides an additional 20% contingency, for a total of up to \$96,888. Adequate funds are available for this purchase within the Agency's current appropriations, but will require a transfer between projects through approval of an AUD 74. We are told that resale prices remain high for portable classrooms, and are therefore anticipating ultimately recovering a substantial portion of these costs in future years.

Agency staff has determined that the purchase of the portable classroom will meet all of the required findings, namely that it will benefit residents of the Project Area, that no other means of financing for this portion of the project are reasonably available in the community, that the project will assist in the elimination of blight, and that the project is consistent with the Five Year Implementation Plan for the Live Oak-Soquel Project Area.

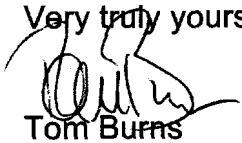
It is therefore RECOMMENDED that your Board, as the Board of Directors for the Redevelopment Agency, take the following actions:

1. Approve the attached agreement between the Agency and Live Oak School District and authorize the RDA Administrator to sign it (Attachment I);
2. Approve the attached AUD 74 providing financing for the purchase (Attachment 2); and
3. Authorize the RDA Administrator to take any additional actions needed to implement the agreement.

Board of Directors
January 23, 2001
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Very truly yours,



Tom Burns
Redevelopment Agency Administrator

RECOMMENDED:



Susan A. Mauriello
Redevelopment Agency Director

Attachments

cc. RDA
Parks
Live Oak School District

C:\MyFiles\WP7docs\LET.BD\teencenter.wpd

COUNTY OF SANTA CRUZ
REQUEST FOR TRANSFER OR REVISION
OF BUDGET APPROPRIATIONS AND/OR FUNDS

Attachment 2

0550

Department: Redevelopment

Date: December 21, 2000

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, ~~19~~ 2001

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6			

BATCH #	
DATE	Keyed By:

		T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T R A N S F E R	T O	0 2 1	6 1 1 1 1 3	9 8 5 5		9 6 8 8 8 0 0	
	F R O M	0 2 2	6 1 1 1 7 0	9 8 4 2		1 9 3 0 4 0 0	
			6 1 1 1 3 4	9 8 2 7		7 2 8 6 4 0 0	
			6 1 1 1 8 5	9 8 4 2		4 7 2 0 0 0	

Explanation:


To transfer funds per Board Agenda January 9, 2001, item

Name  Title 12/22/00

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by _____, Deputy Date _____

County Administrative Officer's Action: ☒ Recommend to Board ☐ Approved ☐ Not Recommended or Approved

County Administrative Officer  Date 12-27-00

State of California }
County of Santa Cruz } ss. As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for transfer 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

(A-C)* Desc: 2 # _____ - Budget Transfer
Distribution: _____
BRD. NAME AGENDA DATE ITEM NO.
White-Board of Supervisors
Yellow-Auditor-Controller
Gram-County Administrative Officer
Pink-Originating Department
Goldenrod-Departmental Control Copy

A-C Review		

0551

Agreement Regarding Purchase Of Portable Classroom For Use As Teen Center Between Live Oak School District, And Santa Cruz County Redevelopment Agency

Background / Intent

WHEREAS, the Live Oak School District (“DISTRICT”) and the Live Oak/Soquel Redevelopment Agency (“AGENCY”) (collectively the “Parties”) desire to cooperate 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 agreement regarding purchase and placement of a portable classroom to use as a Teen Center (and for other purposes) on the campus of Shoreline Middle School; and

WHEREAS, while such need is for an agreement separate **from** that with the party to operate the Teen Center (Santa Cruz County Parks, Open Space, and Cultural Services Department (“PARKS”)), the agreements are related in that successful completion of this Agreement is a necessary condition precedent to implementation of the DISTRICT/PARKS administration agreement;

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 as long as AGENCY has some ownership interest in PORTABLE, unless sooner terminated by mutual written agreement of the Parties. A Party alleged to have breached or defaulted shall have 15 days 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 AGENCY has fully reimbursed DISTRICT according to Paragraph 2, below, including but not limited to ending the PARKS Teen Center Program, PARKS and/or AGENCY (whichever holds title to the PORTABLE)

**AGREEMENT BETWEEN LIVE OAK DISTRICT AND
LIVE OAK / SOQUEL REDEVELOPMENT AGENCY**

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shall offer District first priority right to purchase PORTABLE at the then current fair market value. Any dispute regarding duties or obligations under this Agreement **shall** first be the subject of a meet and confer session between the Parties to determine the reasons for the dispute and possible settlement. If no settlement is possible, the Parties agree to submit such dispute to a **mutually** agreeable neutral arbitrator, who shall interpret this Agreement using applicable American Arbitration Association rules and California law. The Arbitrator's decision shall be final and binding. Such arbitration shall be initiated by the aggrieved Party within 90 days of the time the dispute arose, or the claim/complaint shall be waived. Nothing in this paragraph shall preclude full exercise of a party's litigation rights, if any, regarding claims or disputes other than those based on the terms of this Agreement.

2. AGENCY Purchase And Reimbursement Regarding PORTABLE:

The PORTABLE shall serve both DISTRICT students and the wider community at large. Parties agree that the PORTABLE 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 pay the DISTRICT to install a portable classroom to serve as the Teen Center on the Shoreline Middle School campus of DISTRICT, with PARKS to operate the Teen Center program. AGENCY's purchase of the portable classroom shall be according to the following process:

- ◆ The Parties warrant, agree, and represent that the following amount is the Total Estimated Cost of locating, conforming, and purchasing the portable classroom: **\$80,740.00** [See supporting documentation in Exhibit A; The Architect's Cost Estimates]. This Total Estimated Cost includes not only the estimated cost of the portable classroom itself, but also estimated additional administrative costs and fees related to locating, inspecting, selecting, and conforming a portable classroom to State and DISTRICT requirements. DISTRICT shall perform such locating, inspecting, selecting, conforming, and purchasing of PORTABLE, prior to its placement at Shoreline Middle School. However, AGENCY **shall** fully reimburse DISTRICT its costs and fees associated with all such tasks, as follows:
- ◆ Within 14 days after the date of the approval of both this Agreement and the Architect's cost estimates for PORTABLE, AGENCY shall pay DISTRICT one-third **[33%]** of the Total Estimated Cost as the first project reimbursement payment for the purpose of locating, conforming, and purchasing the portable classroom to be used as the Teen Center.
- ◆ Within 14 days after DISTRICT gives AGENCY written notice that it has executed and completed a signed purchase agreement, or other sales agreement, by which DISTRICT has purchased the portable classroom to be used as the Teen Center, AGENCY shall pay DISTRICT the second project reimbursement payment for the purpose of locating,

conforming, and purchasing the portable classroom to be used as the Teen Center. This second payment shall be in the amount of one-third [33%] of the Total Estimated Cost.

- ◆ Within 14 days after DISTRICT gives AGENCY written notice of completion and placement of PORTABLE on the Shoreline Middle School campus, AGENCY shall pay DISTRICT the third project reimbursement payment for the purpose of locating, conforming, and purchasing the portable classroom to be used as the Teen Center. This third payment shall be in the amount of one-third [33%] of the Total Estimated Cost.
- ◆ Within 45 days **after** DISTRICT receives the third payment noted above, it shall fix and determine the Total Actual Cost of locating, conforming, and purchasing the portable classroom to be used as the Teen Center. The Total Actual Cost shall be the costs the DISTRICT actually incurred related to its actions in locating, conforming, and purchasing the Teen Center portable. DISTRICT shall inform AGENCY in writing of the Total Actual Cost, with a summary of how it was calculated. If the Total Actual Cost is more than the Total Estimated Cost, AGENCY shall pay DISTRICT the difference, up to a maximum amount of 20% [Twenty Percent] of the Total Estimated Cost, to promote more accurate reimbursement. If the Total Actual Cost is less than the Total Estimated Cost, DISTRICT shall repay AGENCY the difference, to assure that AGENCY pays no more than the actual costs incurred. Such true-up payment, if required, shall be made no later than 20 days after the DISTRICT sends written notice to AGENCY of the Total Actual Cost.
- ◆ Upon AGENCY or DISTRICT making such final true-up payment to the other, or upon written notice that no such payment is necessary, DISTRICT shall transfer all title and/or ownership interest in PORTABLE it has to AGENCY. Such transfer shall be noted in a written document issued by DISTRICT within 7 days of any true-up payment, or within 7 days of written notice that no such payment is necessary.
- ◆ Failure by AGENCY to reimburse DISTRICT according to the terms of this Paragraph 2, or as the Parties otherwise mutually agree in writing, shall be a material breach of this Agreement.
- ◆ 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. 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.

4. AGENCY Does Not Operate Program:

AGENCY agrees, warrants and represents that neither it nor its representatives has any authority or right to determine, affect, or approve use and/or operation of program(s) in the Teen Center facility.

5. Disabled Access:

The Parties agree that the **PORTABLE** shall be accessible to disabled persons.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Representations:

Each of the Party representatives signing below hereby warrants and represents that they have authority to execute this Agreement as a **fully** authorized representative of the Party, who can make legally binding contracts on its behalf. Each of the Parties represents that none of the matters described in the Agreement has been assigned to any person or party not a party to, and bound by, this Agreement.

13. 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 REDEVELOPMENT AGENCY [AGENCY]

By: _____
[1
Authorized Representative

Date: LIVE OAK SCHOOL DISTRICT

1-10-2001

By: *Steven Herrington*
Steven Herrington, Superintendent

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Live Oak School District
SEI Proposal MO3 11

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PRELIMINARY OPINION OF PROBABLE COST

Based upon the preliminary information **SEI** has for preparing this proposal, **SEI's** opinion of probable **cost** for the overall project is approximately \$80,740, as detailed in the following cost itemization:

Item No.	Description	Budget Amount (\$)
1.	GE "Stockpile" 24'x40' Relocatable Building with Restroom and HVAC	\$35,140
2.	Architectural/Engineering, Electrical and Mechanical Consultants' Fees	\$ 12,400
3.	Site Development: A/C Paving, Water, Sewer, Electrical, Fire Alarm	\$25,000
4.	DSA Access Compliance Fee	\$ 200
5.	DSA Structural Safety Fee	\$ 500
6.	Local Fire Authority Review	\$ 500
7.	Construction Phase	\$ 3,000
8.	Inspection and Testing A/E Services	\$ 4,000
Total		\$80,740

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