



County of Santa Cruz

REDEVELOPMENT AGENCY

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

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TOM BURNS, AGENCY ADMINISTRATOR

June 10, 2002

Agenda: June 18, 2002

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

Joint Use Agreements with Live Oak School District

Dear Members of the Board:

One of the ongoing tasks for the Redevelopment Agency is to find the most cost-effective approach to provide needed community facilities in the Live Oak - Soquel Project Area. In that pursuit, Agency staff have been meeting with a number of parties, including representatives from the Live Oak School District, on a number of issues. Those discussions have focused on providing a permanent home for the Live Oak Senior Center, Community Bridges, and Family Resource Center and expanding venues for indoor recreational opportunities. Over the next several months we are hoping to develop a plan to address the facility needs for the Senior Center, Community Bridges and Family Resource Center. The purpose of this letter is to address one potential means of expanding indoor recreational opportunities.

Through our discussions with the school district, we became aware of a potential funding source which could be used to develop multi-use facilities on existing school campuses. Such a facility would house, in an 8-10,000 square foot building, a full-size indoor basketball court, offices and a kitchen facility. Under the terms of this state funding source, the District would provide the land, the State would provide up to \$1.0 million for the facility, and the local community would need to provide the balance of capital funds. The District has proposed to use their 2% pass-through funds from the Agency as the local match. The District would be the lead agency in constructing and managing the facility. They are proposing to apply for such facilities at both their Green Acres and Live Oak Elementary School campuses.

In order to meet the State's partnership requirements for the grant funds, the District and Agency would need to enter into a Joint-Use Agreement for the proposed facilities. The terms of the agreement include the following:

- the only Agency funds for the project would be contributed through the annual 2%

pass-through to the Live Oak School District;

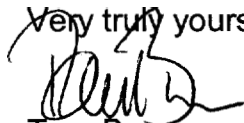
- the District would commit to community use of the facility after school hours, with use fees developed to recover District operational and maintenance costs; and
- the Agency would get up to 15 hours of use annually for public activities free of charge.

A sample of the proposed Joint-Use Agreement is attached to this letter.

Providing for expanded indoor recreational opportunities would meet an important community need in the Live Oak area. Rather than the Agency securing a site and building such a facility at a significant cost and County Parks needing to operate the facility, this proposal offers the prospect of getting public access to two new indoor court facilities at no cost to the Agency or County. Were the Agency being asked to provide additional financing for the project we would recommend more stringent community joint-use commitments, but given the circumstances, that would not be appropriate. We have conferred with the Parks Director on this proposal and he is enthusiastic about the potential new recreational resource for the community.

It is therefore RECOMMENDED that your Board, as the Board of Directors for the Redevelopment Agency, authorize the RDA Administrator to sign Joint-Use Agreements with the Live Oak School District for indoor recreational facilities as described in this letter.

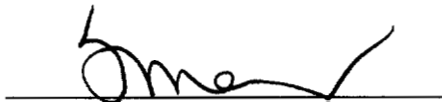
Very truly yours,



Tom Burns

Redevelopment Agency Administrator

RECOMMENDED:



Susan A. Mauriello

Redevelopment Agency Director

Attachment

cc. RDA
Live Oak School District
County Parks

ATTACHMENT 1

JOINT-USE AGREEMENT BETWEEN THE LIVE OAK SCHOOL DISTRICT AND THE SANTACRUZCOUNTYREDEVELOPMENTAGENCY

0461

THIS JOINT-USE AGREEMENT ("Agreement") is entered into as of _____, 2002, by the Live Oak School District, a public school district existing under the laws of the State of California ("District"), and the Santa Cruz County Redevelopment Agency.

WHEREAS, Education Code Section 17052 authorizes school districts to enter into joint-use agreements with community organizations for the purpose of constructing libraries, multipurpose rooms and gymnasiums on existing school sites where these facilities are used jointly by both the school pupils and for community purposes, and provides funding from the State Allocation Board for such projects.

WHEREAS, the District desires to construct a multi-use facility ("Facility") on the grounds of Green Acres School, a school site that is owned by the School District and located at Green Acres School, 966 Bostwick Lane, Santa Cruz, 95062.

WHEREAS, the Redevelopment Agency is a Community Organization charged with the responsibility of providing the community service pursuant to Health and Safety Code Section 33670 through 33676.

WHEREAS, the Redevelopment Agency desires that it become a partner in the joint-use of the proposed Facility under the terms and conditions set forth in State Law and in this Agreement.

WHEREAS, the Live Oak School District and the Redevelopment Agency wish to provide a Facility that will be available for use by students, and the general public for community purposes, in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed.

WHEREAS, it is the intent of the Live Oak School District and the Redevelopment Agency to maximize the use of a Future Joint-Use Facility by allowing District-wide community access to the Facility after school hours and on weekends as much as is practicable.

TERMS

1. **Term of Agreement.** The term of this Agreement shall commence upon execution by both parties and shall remain in effect for 5 years. After the initial 5-year term, the agreement shall automatically renew year to year.
2. **Description of Facility.** The District owns the parking lots, school buildings and vacant school land at the Green Acres School, in the County of Santa Cruz, California. The portion of the School Site dedicated to the construction of the Facility is shown as Exhibit "B" attached to this agreement for reference. The Facility will be constructed as in accordance with Plans and Specifications to be approved by the Division of the State Architect.
3. **Purpose of Facility.** The purpose of the Facility will be to provide the students of Green Acres School and Live Oak District community members of the Redevelopment project area, regular access to the Green Acres Multi-Use Facility. The Facility, in addition to supporting the District's educational purposes, is anticipated to support many other youth and community groups. The Facility is intended to support, but not be limited to, such activities as community sports recreation and fine arts as well as providing space for general meetings.

4. **Construction of Facility.** The District shall be fully responsible for the construction of the Facility and for entering into any and all agreements required for, and relating to the construction of the Facility. The District shall be responsible for complying with all State and local laws relating to the construction of school facilities.
5. **Project Approvals.** The District shall be responsible for obtaining all necessary approvals and permits for construction of the facility including, but not limited to, obtaining approval of the plans and specifications by the Division of the State Architect, obtaining approval of the project by the State Department of Education, and applying for funding from the State Allocation Board.
6. **Funding Responsibilities for Construction.** Funding for the construction of the Facility shall be shared between the State of California and the Live Oak School District and the Redevelopment Agency under the statutory two-percent pass-through for the Live Oak/Soquel project area pursuant Public Health and Safety Code Section 33670 through 33676.
7. **Joint-Use of the Facility.** The Parties agree to cooperate in coordinating programs and activities conducted at the Facility so as to avoid conflicting uses, to ensure the availability of the Facility to the District, Redevelopment Agency, and the community. The following guidelines will control the scheduling of the Facility:
 - A. **Scheduling Responsibility.** The District shall be fully responsible for scheduling all use of the facility during the School Day.
 - B. **Community Use.** The Facility shall be available for District-wide community purposes for the maximum extent possible after regular school hours, but no less than twenty (20) hours per week.
 - C. **District Priority.** The District shall have exclusive use and control of the Facility from one hour prior to, until two and one-half hours after, regular school hours when school is in session. During non-school hours, District shall have a priority of use of the Facility in scheduling all District-sponsored activities, and other functions.
 - D. **Scheduling Events.** On an annual basis, the District shall provide the Redevelopment Agency a schedule of all District events for each school year as soon as such schedule is prepared. The Redevelopment Agency shall be guaranteed 15 hours annually for redevelopment community meetings without charges. The District shall calendar Redevelopment Agency activities and events before any other groups' events in the event that the Redevelopment Agency submits event dates at least 30 days prior to the beginning of the next fiscal year.
 - E. **Coordination.** The designated representatives of the District and the designated representatives of the Redevelopment Agency shall meet at least annually, to discuss operations and scheduling of the Facility and make any necessary adjustments.
 - F. **Governance.** Any and all persons using the Facility shall abide by state and federal laws and regulations as well as local school board policies and administrative regulations.
8. **Operations of Facility.** The District shall take responsibility for the day-to-day operations of the Facility. The District shall be responsible for providing staffing, supervision, and security during regularly scheduled school hours when school is in session, and during any official, school-sponsored activities that occur during or after school hours.

9. **Operational Costs.**

A. **Responsibility for Costs.** The District will be responsible for the operational costs of the building including water, electricity, gas, sewage, and garbage pick-up for the joint-use facility and will assume the costs of normal maintenance on the interior and exterior of the building. Costs associated with the use of the Facility by other community groups will be born by the sponsoring group through District facility use fees. These costs may include, but are not limited to, custodial support, lighting or electrical costs, heating costs, additional trash pick-up costs and custodial services (including overtime pay for District custodians if they must re-clean the facility and any other costs deemed necessary by the District to ensure the overall health and safety of the participants.

B. **Charges for Facility Use.** Charges for Facility use will be determined by the District and Groups using the facility and billed to the user group. All charges will be determined in advance of the activity and agreed upon by the District and the Community Group before the date of the event or start of the activity.

10. **Student Safety.** The Safety and Security of District students and staff are of utmost importance. Therefore, use of the joint-use facility during school hours will be limited to use by students, teachers and other school staff. All joint-use facility use by non-District users will take place on night and weekends when school is not in session and will be governed by the District's Board policies and administrative regulations regarding facilities use. These School District policies and State law require that all visitors shall register immediately at the school office upon entering the school site when school is in session. All registered guests must wear District guest identification tags.

11. **Insurance.** The Redevelopment Agency will confirm 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

The Redevelopment Agency also agrees to indemnify, hold harmless and defend the Live Oak School District, its officers, Governing Board, employees and agents named in any complaint, claim, demand, action, and/or litigation in connection with any program operated by the Redevelopment Agency.

By no later than the occupation of the Facility, Redevelopment Agency shall provide the Live Oak School District with a certificate of insurance meeting or exceeding the policy limits noted above.

12. **Termination.** This Agreement shall automatically terminate in the event the Facility is not approved by the State Department of Education or the Division of the State Architect within one (1) year of execution. This Agreement shall also automatically terminate in the event the Facility is not approved for funding by the State Allocation Board within three (3) years of execution. In such cases, the Parties may amend this Agreement or enter into a new agreement for the same purposes contained herein. After the initial 5-year term of this agreement, either party may terminate this agreement by providing at least six (6) months written notice prior to the expiration date of the agreement (June 30).

13. **Notices and Contacts.** All notices, demands, requests, approvals, authorizations, or designations hereunder by either the School District or the Joint-Use Partner to the other shall be in writing and shall be given and served upon the other party, or sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

School District: Live Oak School District
 Steven D. Herrington
 Superintendent
 984-1 Bostwick Lane
 Santa Cruz, CA 95062

Joint-Use Partner: Santa Cruz County Redevelopment Agency
 Thomas Burns
 Administrator
 701 Ocean Street
 Santa Cruz, CA 95060

Either party may change its address or contact person by giving notice to the other party.

The Parties have executed this Agreement as of the date(s) indicated below.

**SCHOOL DISTRICT:
 LIVE OAK SCHOOL DISTRICT**

By: _____

Title: Superintendent

Date: _____

**JOINT-USE PARTNER:
 SANTA CRUZ COUNTY REDEVELOPMENT AGENCY**

By: _____

Title: Administrator – Santa Cruz County Redevelopment Agency

Date: _____

EXHIBIT “A”

DESCRIPTION OF MULTI-USE FACILITY

A multi-use facility located at Green Acres Elementary School, Santa Cruz, CA 95062. The facility consists of a gym, stage, kitchen, storage rooms, and restrooms. The entire FUTURE JOINT-USE BUILDING is approximately 8,000 square feet.