



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

July 18, 2002

AGENDA: August 6, 2002

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

**SUBJECT: ACCEPT DONATIONS FOR THE CONSTRUCTION OF THE
JIM KEEFFE SKATE PARK**

Dear Members of the Board:

As you know the County recently awarded a contract to build the Jim Keeffe Skate Park at Highlands County Park. This project is years in the making and came about due to the hard work of many people. Additionally, the project received financial support, in the form of donations, from the SLV Youth First Skateboard Park Project (\$11,000), the Strubing Family of Boulder Creek (\$10,241), the Boulder Creek Recreation District (\$25,000) and David Deming of Boulder Creek (\$3,853.60).

The donation from the Boulder Creek Recreation and Park District has already been appropriated for the Skate Park in FY 2002/2003. Unanticipated donations from organizations and individuals as listed above total \$25,094.60.

The park construction began on July 15, 2002 and completion of the project is expected in early October 2002.

Attached, for your review and approval, is a draft agreement between the Boulder Creek Recreation and Park District (District) and Santa Cruz County (Grantee). The agreement formalizes the terms of the donation from the District. Primarily the agreement provides that the donation be used for construction purposes only and provides indemnity to the District.

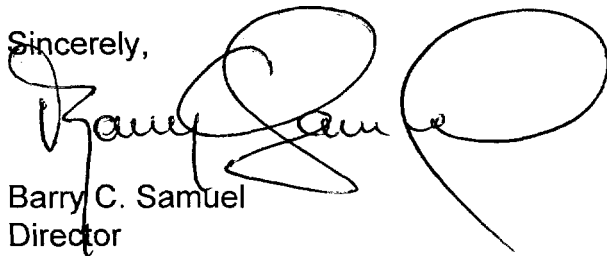
BOARD OF SUPERVISORS
DONATIONS FOR JIM KEEFFE SKATE PARK
Page 2 of 2

AGENDA: August 6, 2002

It is therefore RECOMMENDED that your Board:

1. Accept the donations totaling \$50,094.60 from the above individuals and organizations as listed in Exhibit A.
2. Adopt the Resolution Accepting Unanticipated Revenue for \$25,094.60 in donations, appropriating the funds in account number 191152/6610 for the construction of the Jim Keeffe Skate Park.
3. Authorize the Director of the Department of Parks, Open Space and Cultural Services to finalize the grant agreement with the Boulder Creek Recreation and Park District and sign the agreement on behalf of the County.

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

BCS/cmr

cc: CAO, County Counsel, Parks, Auditor, Boulder Creek Recreation and Park District

Attachments: Exhibit A, AUD60, ADM29, Grant Agreement

EXHIBIT A**DONATIONS FOR THE
JIM KEEFFE SKATE PARK**

NAME	AMOUNT
David Deming	3,853.60
Strubing Family	10,241.00
SLV Youth First Skateboard Project	11,000.00
Boulder Creek Recreation and Park District	25,000.00
TOTAL	\$50,094.60

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**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 donations for the Jim Keefe Skate Park; and

WHEREAS, the County is a recipient of funds in the amount of \$25,094.60 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 §29130(c) / 29064(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors.

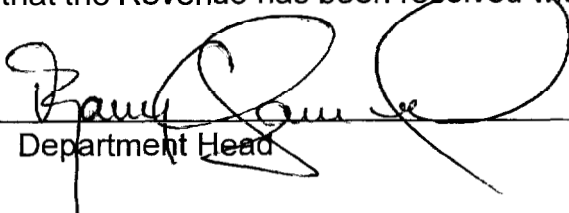
NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$25,094.60 into the Highlands Skate Park project account

TIC	Index Number	Revenue Subobject Number	User Code	Account Name	Amount
	191152	2372		Donations	\$25,094.60

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

TIC	Index Number	Expenditure Subobject Number	User Code	Account Name	Amount
	191152	6610		ImprovementsSkate Park	\$25,094.60

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue has been received within the current fiscal year.

By: 
Department Head

Date: _____ 2002

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RESOLUTION ACCEPTING UNANTICIPATED REVENUE

COUNTY ADMINISTRATIVE OFFICER/ GH /Recommended to Board
/ _____ /Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, the 6th day of August, 2002, by the following vote:
(requires four-fifths vote of approval)

- AYES: Supervisors
- NOES: Supervisors
- ABSENT: Supervisors
- ABSTAIN: Supervisors

Supervisor Jan Beutz
Chair of the Board of Supervisors

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

Miriam Stompler
Assistant County Counsel

APPROVED AS TO ACCOUNTING
DETAIL:
Rayar 8/24/02

Auditor-Controller

- Distribution:
- Auditor-Controller
 - County Counsel
 - County Administrative Officer
 - Parks Department

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Parks, Open Space & Cultural Services (Department)

BY: Centina Moury Regis (Signature) 7/19/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the County of Santa Cruz (Department/Agency)
and Boulder Creek Recreation and Park District, P.O. Box 375, Boulder Creek, CA 95006 (Name/Address)

2. The agreement will provide The donation of \$25,000 to fund the construction of the Jim Keefe Skate Park.
(Keefe)

3. Period of the agreement is from August 6, 2002 to June 30, 2003

4. Anticipated Cost is \$ 25,000 Fixed Monthly Rate Annual Rate Not to Exceed
Remarks: See Grant Agreement

5. Detail: On Continuing Agreements List for FY _____, Page CC-_____, Contract No: _____ OR 1st Time Agreement
 Section II No Board letter required will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 194966 194911 (Index) 6610 2367 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

~~Appropriations are available and will be encumbered.~~
~~are not available and will be encumbered.~~
Contract No: 780
By: Rajas Auditor-Controller Deputy Date: 7/25/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize POSCS (Dept/Agency Head) to execute on behalf of the County (Department/Agency)

Date: _____ By: [Signature] County Administrative Office

Distribution:
Board of supervisors - white
Auditor Controller - canary
Auditor-Controller - Pink
Department - Gold
state of California
County of Santa Cruz
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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title I, Section 300 Proc Man By: Deputy cleric

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
"C110	\$	Amount	Index	Sub object	User Code

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JIM KEEFFE SKATE PARK PROJECT GRANT AGREEMENT

THIS AGREEMENT is entered into as of the 3rd day of July 2002, 2002, by and between the BOULDER CREEK RECREATION AND PARK DISTRICT (DISTRICT) and SANTA CRUZ COUNTY (GRANTEE).

1. Purpose of This Agreement.

- A. **Purpose.** The purpose of this agreement is to facilitate the construction of the Jim Keffe Skateboard Park Project (PROJECT) and to affirm DISTRICT'S commitment to assist in the cost of funding the construction of the project pursuant to action of the District Board of Directors on April 5, 2000, to grant \$25,000 from Park Dedication Fees allocated to DISTRICT for that purpose, and to set forth the respective rights, duties, and obligations of the parties in connection therewith. The construction of the PROJECT and the fulfillment of this agreement are in the best interests of DISTRICT and the health, safety, and welfare of its residents and will further the goals, policies, and objectives of DISTRICT by increasing the recreational opportunities for District residents by faciitating the construction of the Project in convenient proximity to DISTRICT boundaries. It is the intent of the Board of Directors, in entering into this Agreement, to commit to the funding of the PROJECT notwithstanding any future action of the Board of Directors which is inconsistent with this Agreement.
- B. **Site.** The site is located at Highland County Park and is also identified on the map attached hereto. (Attachment 1) The site is owned by the County of Santa Cruz.

2. Parties.

- A. **District.** DISTRICT is a special district, organized and existing under the laws of the State of California.
- B. **Grantee.** GRANTEE is the County of Santa Cruz. The principal office of Grantee is 701 Ocean Street, Santa Cruz, California 95060. Whenever the term "Grantee" is used herein, such term shall include any permitted nominee, assignee, or successor in interest as provided herein.

3. Improvement of the Site.

- A. **Scope of the Approved Work.** GRANTEE agrees to improve the Site by construction of the Project as shown on the "Scope of Approved Work attached hereto as Attachment No. 2 and incorporated herein by this reference.
- B. **Cost of the Approved Work: Park Dedication Funds.** In consideration of the agreements and covenants of GRANTEE as set forth in this Agreement, DISTRICT agrees to grant GRANTEE a sum equal to the total approved grant amount for the work described in the Scope of the Approved Work (Attachment 2). In no event shall the total approved grant amount for the work described in the Scope of Approved Work exceed the sum of Twenty Five Thousand Dollars (\$25,000). The grant provided for by this Agreement shall be applied solely for physical construction costs incurred by GRANTEE in connection with the PROJECT and for no other purpose. Subject to the limitations on the maximum amounts set forth above, the grant funds shall be paid by DISTRICT upon completion of the PROJECT, as follows:
- i. All services to be performed by third-party contractors shall be the subject of agreement between GRANTEE and said third party contractor(s). DISTRICT shall not assume any liability for such agreements.
 - ii. GRANTEE shall submit to DISTRICT all invoices from the contractor who performs the work, together with the Contractor's completion notice as signed by the contractor and approved by GRANTEE or GRANTEE's designated contact person whom GRANTEE has previously identified to DISTRICT in writing.
 - iii. A representative of DISTRICT shall inspect the completed work within ten (10) working days after receipt of the contractor's invoice(s) and completion notice.
 - iv. Upon determination by DISTRICT's representative that the work has been completed in conformance with the Scope of the Approved Work, DISTRICT shall issue a check made payable to GRANTEE in an amount equal to the approved grant amount for such work.
 - v. Any and all costs of the work described in the Scope of the Approved Work which are in excess of the maximum amount of grant funds available to GRANTEE shall be the sole responsibility of and be borne by GRANTEE.

- C. Commencement of the Approved Work.** Within six (6) months after the effective date of this Agreement, GRANTEE shall have selected and authorized one or more contractors to perform the work described in the Scope of the Approved Work. In the event GRANTEE fails to so select and authorize a contractor to perform said work within such period, DISTRICT may, at its option, terminate this Agreement upon written notice to GRANTEE. In such event, neither party shall have any further rights against or liability to the other in connection with this Agreement.
- D. Licenses and Insurance.** Prior to the commencement of any work, GRANTEE shall furnish, or cause to be furnished, to DISTRICT evidence satisfactory to DISTRICT that the contractor with whom Grantee has contracted for the performance of work is licensed by the State of California, and carries workers' compensation insurance and a commercial general liability insurance policy with limits of at least \$500,000 per occurrence and \$1,000,000 in the aggregate, and shall provide a certificate naming DISTRICT as an additional insured and providing that such policy shall not be cancelled and the scope of coverage shall not be altered without at least thirty (30) days prior written notice to DISTRICT.
- E. Local, State, and Federal laws.** Grantee shall cause the work on the Site to be performed in conformity with all applicable laws, including all applicable federal and state labor standards.
- F. Rights of Access.** Representatives of DISTRICT shall have the reasonable right of access to the Site, without charges or fees, for the purposes of inspecting the work for which grant funds are being furnished pursuant to this Agreement.
- G. Anti-discrimination During Construction.** GRANTEE, for itself and its successors and assigns, agrees that in selecting one or more contractors to perform the work described in the Scope of Work, GRANTEE will not discriminate on the basis of race, color, creed, religion, sex, age, disability, marital status, ancestry, national origin, sexual orientation, height, weight, or physical characteristics.
- H. Assignment.** GRANTEE shall not transfer or assign any or all of its rights or obligations hereunder without the prior written approval of DISTRICT, and any such attempted assignment or transfer shall be wholly void and of no effect. This Agreement is made solely for the benefit of DISTRICT and GRANTEE and no other third person shall have any right of action under this Agreement.

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4. **General Provisions.**

- A. Hold Harmless.** GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, and all its employees, officers, and representatives from any and all liability arising from or related to GRANTEE's participation in the PROJECT, the use of DISTRICT funds for the PROJECT, and the permits issued by any governmental agency related to the PROJECT. GRANTEE agrees and acknowledges that DISTRICT is not responsible for, among other things, the quality of the work, and/or any claim related to the work by any third party including, but not limited to, the contractor.
- B. Non-liability of District Officials and Employees.** No Board member, official, or employee of the DISTRICT shall be personally liable to GRANTEE for any breach by DISTRICT or for any amount which may become due to GRANTEE or on any obligations under the terms of this Agreement.
- C. Confidentiality.** GRANTEE acknowledges that DISTRICT is subject to the provisions of the California Public Records Act and that any information submitted to DISTRICT may be disclosed to the extent required by law.
- D. Termination.**
- i. By DISTRICT. DISTRICT shall have the right to terminate this Agreement upon written notice to GRANTEE in the event that GRANTEE fails to comply with any of GRANTEE's obligations hereunder. Prior to the effectiveness of any such termination, DISTRICT shall give GRANTEE written notice and a reasonable opportunity to cure any breach of this agreement.
 - ii. By GRANTEE. GRANTEE shall have the right to terminate this Agreement upon written notice to DISTRICT in the event that the DISTRICT fails to comply with any of the DISTRICT's obligations hereunder.
- E. Notices.** Notices, requests for payment, and other communications are to be mailed to DISTRICT at:

BOULDER CREEK RECREATION AND PARK DISTRICT
P.O. Box 325
Boulder Creek, CA 95006
Attention: Barbara Day, General Manager

And to Grantee at:
SANTA CRUZ COUNTY DEPARTMENT OF PARKS
979 17TH Avenue
Santa Cruz, CA 95062
Attention: Barry C. Samuel, Director

Or to such other address as any party may designate by notice in accordance with this section.

5. Entire Agreement, Waivers, and Amendments. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 5, inclusive, and Attachments Nos. 1 through 2, which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the DISTRICT and GRANTEE, and all amendments hereto must be in writing and signed by the appropriate authorities of DISTRICT and GRANTEE.

6. Effective Date of Agreement. The effective date of this Agreement shall be the date when such Agreement has been signed by all parties hereto.

DISTRICT

BOULDER CREEK RECREATION AND PARK DISTRICT

Date: 07/03/02

By Sharon L. Barbours
Its Chair

Approved as to Form:
By [Signature]
District Counsel

GRANTEE

SANTA CRUZ COUNTY

Date _____

By _____
Barry C. Samuel
Director of Parks, Open Space & Cultural Services

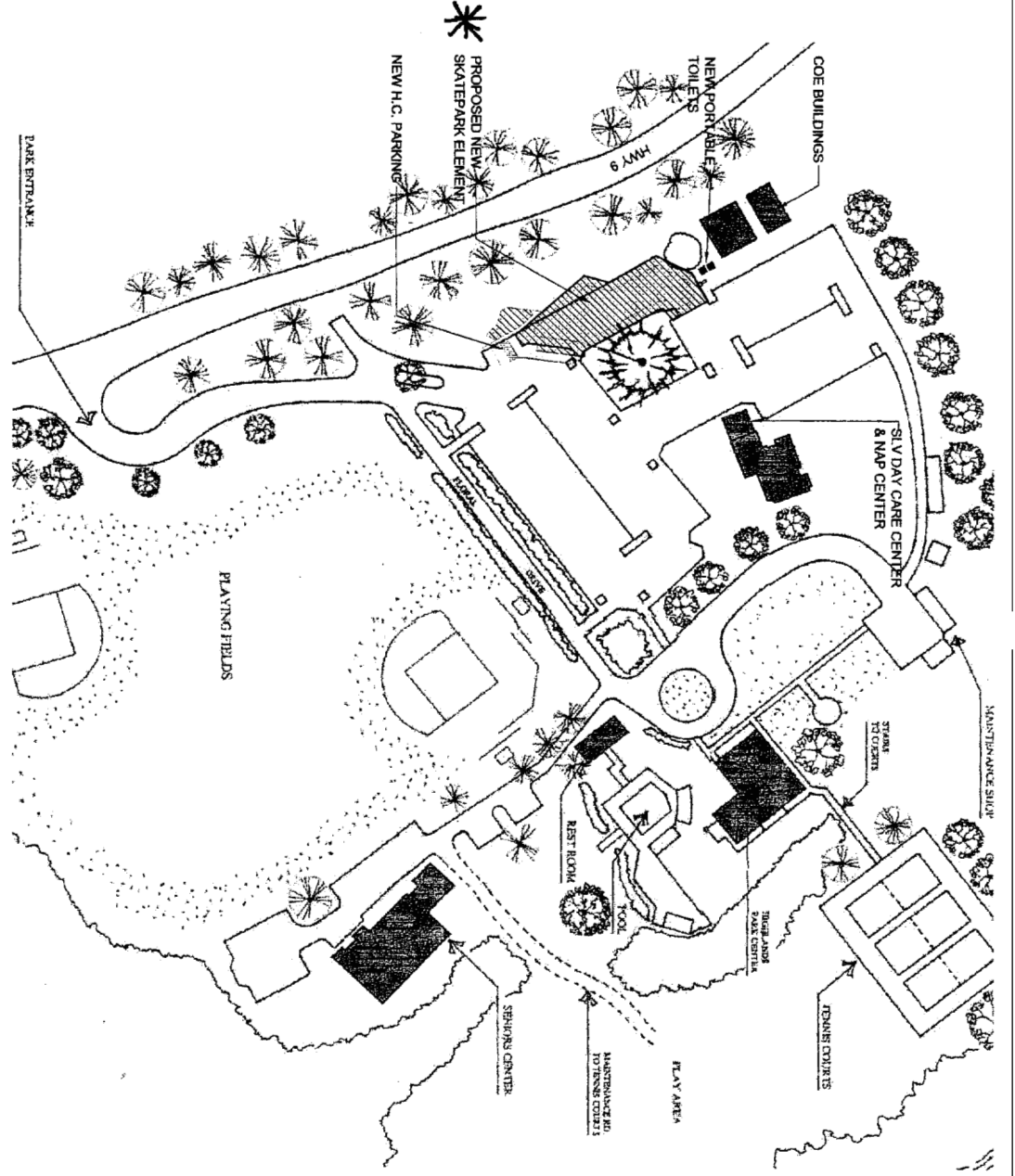
Approved as to Form:
By [Signature]
County Counsel

Distribution: CAO • County Counsel • Auditor/Controller • Parks • Risk Management • Parks • Boulder Creek Recreation & Park District

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Attachment 1

Highlands Park



JONI L. JANICKI
& ASSOCIATES, INC.
303 ROTHEND STREET, SUITE 200
SANTA ANA, CALIFORNIA 92706
888.423.8058 FAX

April 9, 2001

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ID	Task Name	Duration	Start	August							September			October						
				7/14	7/21	7/28	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	
1	Entire project	65 days	Mon 7/16/02	[Gantt bar spanning from 7/16/02 to 9/20/02]																
2	Mobilization	2 days	Mon 7/15/02	[Gantt bar from 7/15/02 to 7/17/02]																
3	Parking demo	2 days	Wed 7/17/02	[Gantt bar from 7/17/02 to 7/19/02]																
4	clear and grub	3 days	Wed 7/17/02	[Gantt bar from 7/17/02 to 7/20/02]																
5	excavation	10 days	Mon 7/22/02	[Gantt bar from 7/22/02 to 8/1/02]																
6	underground drainage	10 days	Mon 7/29/02	[Gantt bar from 7/29/02 to 8/8/02]																
7	Baseroack	5 days	Mon 8/12/02	[Gantt bar from 8/12/02 to 8/17/02]																
8	shotcrete forms	5 days	Mon 8/19/02	[Gantt bar from 8/19/02 to 8/24/02]																
9	shotcrete	2 days	Mon 8/26/02	[Gantt bar from 8/26/02 to 8/28/02]																
10	Concrete	15 days	Wed 8/28/02	[Gantt bar from 8/28/02 to 9/12/02]																
11	fencing & railings	5 days	Wed 9/18/02	[Gantt bar from 9/18/02 to 9/23/02]																
12	site furnishings	1 day	Wed 9/25/02	[Gantt bar on 9/25/02]																
13	Cleanup	2 days	Thu 9/26/02	[Gantt bar from 9/26/02 to 9/28/02]																

Project: Highland Skatepark
Date: Tue 7/9/02

Task		Milestone		Rolled Up Spilt		External Tasks	
Spilt		Summary		Rolled Up Milestone		Project Summary	
Progress		Rolled Up Task		Rolled Up Progress			