



County of Santa Cruz

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17th AVENUE, SANTA CRUZ, CA 95062

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

BARRY C. SAMUEL, DIRECTOR

July 18, 2002

AGENDA: September 10, 2002

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

SUBJECT: Bonny Doon Union Elementary School Playground and Field Renovation Project

Dear Members of the Board:

During Budget Hearings, your Board approved funding for the Bonny Doon Union Elementary School playground and field renovation project in the amount of \$105,600 from the Bonny Doon Park Dedication District.

The Director of the Parks Department has been in contact with Geoff Teall, Superintendent, and has expressed the County's willingness to enter into a Joint Powers Agreement, see attached draft, to provide funding for the project from Bonny Doon Park Dedication funds. It was determined that the school would have exclusive use of the playground and fields during normal school hours and the community would have unrestricted access at all other times.

Mr. Teall is very excited about this project and hopes to have it completed this fall.

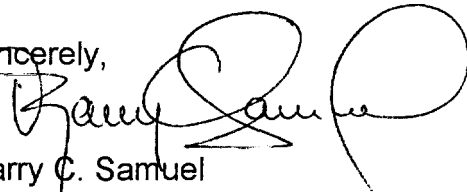
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It is therefore RECOMMENDED that your Board:

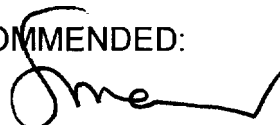
- 1) Direct the Parks Department to work with the Bonny Doon Union Elementary School District to develop a Joint Powers Agreement which would provide funding for the playground and field renovation project.
- 2) Authorize the Director of Parks to sign the Joint Powers Agreement on behalf of your Board.

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



SUSANA A. MAURIELLO
County Administrative Officer

Attachments: Joint Powers Agreement, ADM 29

cc: CAO, Parks, Auditor-Controller, County Counsel, Bonny Doon Union Elementary School

JOINT POWERS AGREEMENT

THIS **AGREEMENT** is entered into by **and** between the COUNTY OF SANTA CRUZ, hereinafter referred to as "**COUNTY**," **and** the Bonny Doon Union 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 Bonny Doon Elementary School, renovation of the existing play structure on the lower campus, construction of a new **play** structure on the **upper** campus and renovation of the **sports** field.

SCHOOL DISTRICT **agrees** to contract for **all** labor and materials necessary to complete said purpose.

3. COUNTY shall reimburse District for up to \$105,600 to SCHOOL DISTRICT upon presentation **of vendor's** invoices to the County Department of **Parks, Open Space and Cultural Services** to assist with 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 and agreed to hold the COUNTY harmless of any claims or **damages** arising from **the** use by the public.

7. **EQUAL EMPLOYMENT OPPORTUNITY**. During and in relation to the performance of this Agreement, SCHOOL DISTRICT agrees **as** follows:

A. SCHOOL DISTRICT shall not discriminate against any employee or applicant for employment because **of** race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not **be** limited to, the following: recruitment; advertising; **lay** off or termination; rates or pay or other forms of Compensation; and selection **for** training (**including** apprenticeship), employment, upgrading, demotion, or transfer. SCHOOL **DISTRICT** agrees to post in conspicuous places, available to **employees and** applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. **If** this Agreement provides compensation in excess of \$50,000 to SCHOOL **DISTRICT** and **if** SCHOOL DISTRICT employs fifteen (**15**) or more employees, the following requirements shall **apply**:

(1) SCHOOL DISTRICT shall, in all solicitations or advertisements for employees **placed by** or on behalf of SCHOOL DISTRICT, **state** that **all** qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, **ancestry**, physical or mental disability, medical condition (cancer related), marital status, **sexual** orientation, age (over **18**), veteran **status**, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, SCHOOL **DISTRICT** shall **make** a good faith **effort** to consider Minority/Women/Disabled-Owned Business Enterprises in SCHOOL DISTRICT solicitation of goods and services. Definitions for Minority/Women/Disabled-Business Enterprises are **available from COUNTY** General Services

Purchasing Division.

(2) SCHOOL DISTRICT shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or **mental** disability, and job classification of its employees and the names, dates, and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Owned Business Enterprises.

(3) In **the** event of SCHOOL DISTRICT'S noncompliance with the non-discrimination clauses of **this** Agreement, or with any of **the** said rules, regulations, or orders, said SCHOOL DISTRICT **may** be declared ineligible for further agreements with **COUNTY** .

(4) SCHOOL **DISTRICT** shall cause the foregoing provisions of this Subparagraph **7B** to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than **fifteen (15)** employees, provided that the foregoing provisions **shall not** apply to contracts or **subcontracts** for **standard** commercial **supplies** or raw materials.

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 _____,

APPROVED AS TO INSURANCE.

COUNTY OF **SANTA CRUZ**

Janet McKinley 8-21-2002
Risk Management

By Barry C. Samuel
**Parks, Open Space and
Cultural Services**

APPROVED AS TO **FORM**:

[Signature]
County Counsel

By Geoffrey E. Teall
**Bonny Doon Union Elementary
School District**

DISTRIBUTION: **CAO**
County Counsel
Auditor-Controller
Director - County **Parks**
Bonny Doon Union Elementary School District