

**MEMORANDUM  
DEPARTMENT OF FACILITY SERVICES  
COUNTY OF PLACER**

To: Honorable Board of Supervisors

Date: June 16, 2015

From: Ken Grehm, <sup>JG</sup> Facility Services Interim Director  
John Ramirez, Parks Administrator

Subject: Park Dedication Fee Request for Del Oro Aquatic Center

**ACTION REQUESTED:**

1. Approve and execute a Use Agreement with Placer Union High School District for use of Park Dedication Fees from Recreation Area #7, Loomis Basin, in the amount of \$45,000, for the purpose of the Del Oro Aquatic Center.
2. Approve a Budget Revision appropriating \$45,000 to the Parks and Grounds Operating Budget from Park Dedication Fees Recreation Area #7, Loomis Basin.

**BACKGROUND:** Del Oro High School is located on 55-acres at 3301 Taylor Road in Loomis, and site improvements include a swimming pool, baseball fields, tennis courts, track, and football stadium. The current swimming pool was constructed in 1969, and it no longer meets the needs of the school and community. It lacks the gutters that are typically found in competitive pools to reduce wave splash-back, and the facility has inadequate restrooms and amenities for athletes and visitors. The pool is used year-round, and typical attendance at a dual team swim meet can top 800 people including athletes and their families. The Town of Loomis coordinates with Del Oro to organize swim lessons and open swim hours for the community. Given the age of the swimming pool, its configuration, and heavy usage, Del Oro has long sought to replace its current pool.

The planned Del Oro High School Aquatic Center includes a competition swimming pool measuring 25 yards x 35 meters. The pool will have 12 lanes that are 7-feet deep, and two lanes that are 4-feet deep for swim lessons and other shallow water activities. New prefabricated bathrooms and outdoor showers, with hot and cold water, are proposed. Eventual plans for Phase II would add an aquatic therapy pool and a permanent structure for locker rooms, showers, bathrooms, snack bar, and lifeguard office. The cost estimate for Phase I of the Aquatic Center project is \$2,650,000. The Town of Loomis, private individuals, and several community service organizations have made contributions to the Aquatic Center project.

Del Oro High School requested Park Dedication Fees from Recreation Area #7 in the amount of \$20,000, and on January 27, 2015 the Horseshoe Bar-Penryn MAC voted to recommend approval of this request. On February 10, 2015, the Placer County Parks Commission recommended \$45,000 for this project, and Staff concurs with this recommendation.

**ENVIRONMENTAL CLEARANCE:** The action requested of your Board to approve Park Dedication Fee funding is not a project pursuant to CEQA Section 15378. In addition, the Placer Union High School District has determined that this project is exempt pursuant to CEQA Section 15301, Existing Facilities, which provides for the alteration of existing public structures involving negligible or no expansion of use.

**FISCAL IMPACT:** The uncommitted fund balance in Recreation Area #7, Loomis Basin Area, is \$231,658. With approval of this request, the balance remaining will be \$186,658.

ATTACHMENTS: DEL ORO AQUATIC CENTER USE AGREEMENT  
BUDGET REVISION

CC: COUNTY EXECUTIVE OFFICE

KG/MR/JR/KT

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**AGREEMENT  
FOR DEVELOPMENT OF DEL ORO HIGH SCHOOL PROPERTY  
WITH COUNTY FUNDS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the PLACER UNION HIGH SCHOOL DISTRICT, a public school district organized and operating pursuant to the Education Code, hereinafter referred to as "SCHOOL", and PLACER COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**WITNESSETH:**

**WHEREAS**, COUNTY has received funds for public parks and recreation facilities pursuant to Government Code Section 66477, commonly known as the Quimby Act, and County Code Sections 15.34.010, 16.08.100 and/or 17.54.100 (D), and

**WHEREAS**, COUNTY desires to assist SCHOOL with construction of a new swimming pool at Del Oro High School, located on SCHOOL property in Loomis, Ca.,

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto as follows:

1. The recitals listed above are incorporated into this Agreement.
2. COUNTY shall provide to SCHOOL Park Dedication Fees in a sum not to exceed **Forty Five Thousand and no/100 Dollars (\$45,000)** for use by SCHOOL to construct a new swimming pool at Del Oro High School. These funds will be used to fund a portion of the cost to remove the old 6-lane swimming pool and construct a new 14-lane swimming pool. Funds granted shall be solely from funds received by COUNTY and held as Park Dedication Fees. SCHOOL agrees funds granted to SCHOOL for the construction of said recreation facilities shall not be used for any purpose not specified in this Agreement. In the event it is determined by the COUNTY that SCHOOL has utilized funds in a manner that is in violation of any applicable regulation or administrative rule pertaining thereto, SCHOOL shall immediately upon request of COUNTY reimburse COUNTY for the same.
3. In order to receive funds hereunder, SCHOOL shall provide the COUNTY with a written request for the release of funds, including copies of receipts of the expenditures for constructed improvements and any other information reasonably required by COUNTY. Funds will be released within forty-five (45) days of the COUNTY'S approval of the request for release of funds from the SCHOOL. SCHOOL agrees to be subject to any audits of eligible expenditures as may be conducted by the COUNTY.
4. The improvements for which funding is requested hereunder shall be completed no later than December 31, 2018, unless COUNTY grants an extension in writing.
5. SCHOOL shall comply, to the extent applicable, with the California Environmental Quality Act (CEQA - Public Resources Code section 21000 et

seq.) with regard to any of the activities involving the expenditure of funds received by SCHOOL hereunder.

6. Upon completion, SCHOOL agrees said recreational facilities will be made available to the general public during non-school hours pursuant to the following terms and conditions:
  - a. Use of the recreational facility shall not be inconsistent with the use of the school buildings or grounds for school purposes, and shall not interfere with the regular conduct of schoolwork or regularly scheduled extra curricular school functions, and shall be in accordance with all applicable provisions of law.
  - b. SCHOOL shall establish and provide to the COUNTY a schedule of public use for the facilities. SCHOOL may alter the schedule upon giving the COUNTY thirty (30) days advance written notice.
  - c. During such times when the recreational facilities are available to the general public, the SCHOOL shall ensure pedestrian access is available.
  - d. The SCHOOL may adopt reasonable policies, rules and regulations consistent with this paragraph and §§10900-10912 and §§40040-40058 of the Education Code to implement this Agreement.
7. All property and/or improvements purchased and/or installed by SCHOOL pursuant to this Agreement shall become the sole and separate property of SCHOOL as of the time said property and/or improvements are installed.
8. SCHOOL, at its sole cost and expense shall provide all water, electricity and utilities, and shall provide all necessary maintenance and repair to the recreational facility during the term of this Agreement.
9. SCHOOL shall keep detailed records in accordance with the requirements of the COUNTY. COUNTY shall have the right to inspect said records at any reasonable time.
10. The term of this Agreement shall be for a period of twenty (20) years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2035. Thereafter, this Agreement shall extend from year to year. After completion of the improvements by SCHOOL and release of the grant monies by COUNTY, either party may, in its sole discretion and without cause or reason, terminate this Agreement by providing thirty (30) days written notice to the other. If SCHOOL terminates this Agreement during the twenty (20) year term, SCHOOL shall reimburse COUNTY for the actual amount granted by COUNTY to the SCHOOL, not-to-exceed amount, as described in Paragraph 2 of this Agreement in accordance with the following schedule:

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<u>Years in use</u>	<u>Percent Reimbursed</u>	<u>Years in use</u>	<u>Percent Reimbursed</u>
1	95	11	45
2	90	12	40
3	85	13	35
4	80	14	30
5	75	15	25
6	70	16	20
7	65	17	15
8	60	18	10
9	55	19	5
10	50	20 or more	0

11. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the SCHOOL or COUNTY at:

Superintendent  
Placer Union High School District  
13000 New Airport Drive  
Auburn, CA 95603

Parks Administrator  
County of Placer, Department of Facility Services, Parks Division  
11476 C Avenue  
Auburn, CA 95603

Either party may amend its address for notice by notifying the other party in writing.

12. SCHOOL, at its sole cost and expense, shall provide premise liability insurance coverage for the recreational facilities in the same amount and type of coverage as it provides for its other school facilities.
13. SCHOOL agrees to save harmless and to indemnify PLACER COUNTY from every claim or demand which may be made for any injury or death, or damage to property caused by SCHOOL during the term of this Agreement. Such duty shall be irrespective of the date upon which the claim or demand is asserted.

If any judgment is rendered against PLACER COUNTY for any injury, death or damage caused by SCHOOL during the terms of this Agreement, SCHOOL shall, at its own expense, satisfy and discharge any judgment.

Neither of the foregoing paragraphs shall be applicable if the injury, death or damage is caused by PLACER COUNTY'S negligence.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

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14. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all public agencies to whom the real property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.
15. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant or condition contained herein shall not constitute a waiver of any subsequent term, covenant or condition contained herein.
16. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties Hereto.

**PLACER UNION HIGH SCHOOL DISTRICT:**

By: \_\_\_\_\_  
 GEORGE S. SZIRAKI, JR. Ed.D.

\_\_\_\_\_  
 DATE

**PLACER COUNTY BOARD OF SUPERVISORS:**

By: \_\_\_\_\_  
 CHAIR

\_\_\_\_\_  
 DATE

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 COUNTY COUNSEL

\_\_\_\_\_  
 DATE

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PLACER COUNTY

PAS DOCUMENT NO.

Facility Service to do journal to transfer cash

**BUDGET REVISION**

**POST DATE:**

**Cash Transfer Required**  
Fund 399 Subfund 007

**Reserve Cancellation Required**

**Establish Reserve Required**

*5/29*  Auditor-Controller

County Executive

Board of Supervisors

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
12	BR	90,000.00	2

ESTIMATED REVENUE ADJUSTMENT										APPROPRIATION ADJUSTMENT											
DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
12	006		100		997425	97425	8780			45,000.00	12	014		100		997425	97425	2840			45,000.00
<b>TOTAL</b>										45,000.00	<b>TOTAL</b>										45,000.00

REASON FOR REVISION: TO APPROPRIATE EXPENDITURES AND OFF-SETTING REVENUES IN THE PARKS & GROUNDS BUDGET FROM THE PARK

DEDICATION FEE AREA #7, LOOMIS BASIN, FOR THE DEL ORO AQUATIC CENTER.

Prepared by Valerie Bayne Ext 6803

Department Head Valerie Bayne

Board of Supervisors \_\_\_\_\_

Date: 6/16/15

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Budget Revision # \_\_\_\_\_ FOR INDIVIDUAL DEPT USE

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