

RESOLUTION NO. 22555

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA APPROVING JOINT
POWERS AGREEMENT FOR DEVELOPMENT AND USE OF RECREATION AREA WITH
THE RINCON VALLEY SCHOOL DISTRICT

BE IT RESOLVED that the Council of the City of Santa Rosa approves the attached
JOINT POWERS AGREEMENT FOR DEVELOPMENT, MAINTENANCE, AND
OPERATION of a recreational area with the Rincon Valley School District; and

BE IT FURTHER RESOLVED, that the Mayor is authorized and directed to execute said
agreement on behalf of the City of Santa Rosa.

IN COUNCIL DULY PASSED this 30th day of January 1996.

AYES: (4) Vice Mayor Berto; Councilmembers Condron, Pedgrift, Wiggins
NOES: (0)
ABSENT: (1) Mayor Wright
ABSTAIN: (0)

APPROVED

David F Berto

ATTEST:

Gayle Petersen
Assistant City Clerk

APPROVED AS TO FORM
City Attorney

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**JOINT POWERS
AGREEMENT FOR DEVELOPMENT AND USE
OF RECREATIONAL AREA**

THIS AGREEMENT ("Agreement") is made and entered into this 30th day of January, 1996, by and between the City of Santa Rosa, a Municipal corporation, hereinafter referred to as "City" and the Rincon Valley School District, hereinafter referred to as "District".

RECITALS

A. District has the contractual right to acquire a 7+ acre site within the Skyhawk Subdivision upon which it may develop an elementary school ("school site"). The school site is depicted in Exhibit "A" attached hereto.

B. The adopted policy statement for the Skyhawk Subdivision requires the developer to dedicate to the City a 7+ acre site for use as a public park ("park site"). The park site is also depicted in Exhibit "A" as the Neighborhood Park. Specifically, section III(G)(1)(a) of the Policy Statement provides,

". . . It is intended that the central public park area, adjacent to a proposed school site, be set aside for active recreational pursuits, including field activities, and more formalized "playgrounds," in addition to turfed/pathway areas."

C. In addition to the park site dedication, the developer of the Skyhawk Subdivision will also be installing a base park in accordance with tentative map conditions which will include the following:

(1) Rough grade the playgrounds in the general size and configuration as depicted in Exhibit "A", if timely requested by District pursuant to a separate agreement between District and Developer.

(2) Provide rough grading worth \$150,000 to the upper and lower play meadows in the general size and configuration as depicted on Exhibit "A", if timely requested by City prior to the rough grading of the Skyhawk subdivision.

(3) Contribute either work, materials or a combination of work and materials worth \$175,000 to be used in connection with the development of the park site. Such site improvements shall include irrigation improvements for the play meadows. Contingency and design fees incurred by Developer shall be credited toward the \$175,000 worth of improvements.

D. The types of recreational activities identified in the policy statement are precisely those types of recreational amenities that are necessary to and enhance the quality of an elementary school.

E. District and City desire to jointly use portions of the school site and the park site upon which there will be constructed a parking lot, lavatory/equipment room, playing fields and playground areas. The joint use areas are generally depicted in Exhibit "A" and described thereon as playground, parking, lower play meadow, and upper play meadow (herein "joint use areas"). District and City desire to maintain the joint use areas for the benefit of District's students and the community at large in accordance with the terms and conditions of this Agreement.

F. The joint use areas will be developed by City and District in accordance with the provisions of this Agreement.

G. It is in the public interest for the parties to agree as provided in Government Code Sections 6502 and 37361 and Education Code Sections 10910 and 40040 et seq., for the mutual development, maintenance, and repair of the joint use facilities.

DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings as used herein:

1. "Playground" shall mean the playground as depicted in Exhibit "A". The playground will be improved with concrete or asphalt play areas, as well as such recreational equipment and areas as School, in its discretion, deems necessary or advisable in connection with its development of the school site. The playgrounds are located on the school site.

2. "Play meadows" shall refer to the upper and lower play meadows as depicted in Exhibit "A". The play meadows will consist of grass turf play fields, which shall be used for soccer, softball and similar play field activities. The upper play meadow is located on the park site. The lower play meadow is located partially on the park site, and partially on the school site.

3. "Parking lot" shall mean the area depicted as "parking" on Exhibit "A". The parking lot is located on the school site.

4. "Base park" shall mean that portion of the school site and neighborhood park to be improved by the developer of the Skyhawk Subdivision. The base park will include rough grading of the upper and lower playgrounds, if requested by District in

accordance with a separate agreement between District and the Developer of the Skyhawk Subdivision, the rough grading of the upper and lower play meadows and a developer contribution in the form of improvements worth \$175,000 to be made in connection with the development of the park site.

AGREEMENT

1. City Responsibilities.

(a) A Master Plan of the joint use areas, as depicted in Exhibit "A", has been created in conjunction with the developer of the Skyhawk Subdivision. The Master Plan generally depicts the location and size of the playgrounds, play meadows, and parking lot. The construction of the playgrounds, play meadows, and parking lot in the general locations depicted on the Master Plan will be accomplished pursuant to the terms and conditions of this Agreement.

(b) City and District shall, after the execution of this Agreement, consult with each other for the purpose of establishing general time estimates for the improvement of the playground, play meadows, lavatory/equipment room, and parking lot.

(c) City shall develop and improve the upper play meadow as depicted in Exhibit "A" with grass turf fields. City may install soccer goals or construct baseball diamonds and any improvements associated therewith in connection with the development of the upper play meadow. City and District shall consult with each other prior to the development of either play meadow.

(d) Except as set forth herein to the contrary, City will, at its expense, maintain, repair, and replace landscaping and other improvements installed or developed in connection with the development of the park site.

(e) City will pay one-half of the costs of the utilities, including water and electricity, used by the District in connection with the maintenance, repair, or replacing of improvements constructed or planted within the upper and lower play meadows. City and District shall jointly develop, if feasible, a water well on either the park site or school site to be utilized in connection with the watering and irrigation of the upper and lower play meadows. In the event that such well is developed, City and District shall each pay one-half of the costs of any maintenance or repairs necessary in connection with the operation of the well. Water from the well may also be used by District as the water supply for the school site. If the school uses water from the well for its domestic water supply, as opposed to landscape watering use, City and District shall

negotiate with each other to allocate an additional percentage of well development and use costs to the District to reflect its greater use of the well.

(f) City shall prepare an annual or semi-annual calendar in connection with its scheduling and use of the play meadows, playgrounds and parking lot during daylight hours when District's school program is not in session. City will consult with District during the preparation of such calendar, so that District may include, if applicable, District activities, which will take place in the joint use areas outside of normal school hours. After preparation, City shall send a copy of the annual or semi-annual calendar to District to provide the maximum amount of advance notice to District in connection with the use of District's facilities by members of the public. Prior to allowing any organized use of the play meadows, playgrounds or parking lot, City shall require the applicant to complete a copy of an application and permit form, which is substantially in the same format as Exhibit "B" attached; provided, however, that the application and permit form will be expanded to include an indemnification of District and its Board Members, Officers, Agents, and Employees. Upon receipt of an application and permit to use the joint use areas, or any portion thereof, City will transmit a copy of such application and permit to District for inclusion in District's records.

2. District responsibilities.

(a) District will, at its sole cost and expense, do the following:

(1) Improve the lower play meadow with grass turfed play fields.

(2) Improve the hard-court playgrounds with approximately one acre of blacktopped or other hard-court play areas. District will install recreational improvements in the playground of types and configurations which the District, in its sole discretion, deems necessary and appropriate for use in connection with the school site.

(3) District will maintain, repair, and replace any recreational facilities installed or developed upon the playground. District will improve, maintain, and repair the parking lot shown on Exhibit "A" attached.

(4) District will maintain, repair, and replace any recreational facilities, including turf, which are installed in connection with the development of the lower play meadows as depicted on Exhibit "A" attached. District's responsibilities for maintaining the upper and lower play meadows include only the turfed areas. Any pruning of trees or other landscape

maintenance within the upper or lower play meadows, the Skyhawk linear park and the Skyhawk open space areas shall be done by City at its cost and expense.

(5) District will pay one-half of the utilities, including water and electricity, used by District in maintaining, repairing or replacing improvements within the upper and lower play meadows. District will be solely responsible for any utility costs incurred in connection with the maintenance of the playgrounds and the parking lot.

(6) District will construct a combination lavatory and equipment room on the school site for the joint use of District and City. The lavatory and equipment room shall be maintained and repaired by District at its cost and expense; provided, however, that if damage to the lavatory and/or equipment room occurs during the time that the City is utilizing the lavatory and equipment room, City shall be responsible for the cost of repairing such damage.

(7) District and City will cooperate with each other to the fullest extent possible in jointly soliciting bids from contractors for the improvement of the playgrounds and play meadows, in order to maximize economies of scale which may be available to City and District. In the event that a joint contract is entered into, City and District will be responsible for the respective portions of the contract which correspond to their respective improvement obligations as set forth herein. City and District will consult with each other in connection with the development of the upper and lower play meadows, and will jointly approve the type and configuration of improvements to be made in the play meadows.

3. Use time and responsibility.

After completion of some or all of the playgrounds, play meadows, and parking lot to be installed or developed generally as depicted in Exhibit "A", District and City shall have use of the playground, parking lot, play meadows and lavatory/equipment room as follows:

(a) District shall have exclusive use and control of the playground, lower play meadows, lavatory/equipment, and the parking lot at all times when school is in session, or for a District sponsored activity whether before or after school hours, for the entire school year, including summer school or an extended school year, if applicable. At all times during which the District has exclusive use and control of the playground, lower play meadows, lavatory/equipment room, and parking lot, District shall have the sole right to control access to such facilities and the right to close such areas to members of the public.

(b) City will have the right to develop a recreational program on the playground and the upper and lower play meadows during daylight hours when school is not in session. City may also use the District's parking lot in connection with any such activities.

(c) Neither District nor City shall allow the use of any alcoholic beverages on the school site, park site, or any of the playgrounds or play meadows associated therewith.

(d) Other than the prohibition on alcohol, District and City may establish such rules and regulations as they, in their sole discretion, deem appropriate for the use of the playgrounds, play meadows, lavatory/equipment, and parking lot during the respective times when such facilities are available to each of them.

4. Term.

(a) The term of this Agreement shall commence on the date that District gives notice to City that it intends to develop a public school on the school site and shall continue in full force and effect so long as District maintains a public school on the school site. In the event that District does not develop the school site with a public elementary school, this Agreement shall be of no further force or effect.

5. Successors and Assigns.

City and District each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

6. Entire Agreement.

This Agreement is the entire agreement between the parties.

7. Modification.

This Agreement shall not be modified except in writing executed by all parties.

8. Independent Contractor.

The parties hereto agree that City, its officers, agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, agents or employees of District and that District, its officers, agents and employees,

in the performance of this Agreement, shall act in an independent capacity and not as officers, agents and employees of City.

9. Notices.

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing the notice, submittal or communication in an envelope, with the proper first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

to City:

City of Santa Rosa
Director of Recreation and Parks
415 Steele Lane
Santa Rosa, CA 95403

to District:

Rincon Valley School District
Superintendent
1000 Yulupa Avenue
Santa Rosa, CA 95405

10. Insurance.

Both District and City will insure their respective activities in conjunction with the use of the play meadows, play fields, parking lot, and lavatory/equipment room either through a self insurance program, a policy of insurance, or a combination of self insurance and a policy of insurance. City and District will require insurance naming each of them as additional insured by endorsement in the event that the City or District permit organized groups to use the joint use areas. City and District will jointly agree on the amount of such insurance.

11. Indemnification.

City and District shall indemnify and hold harmless each other from any and all expense and liability resulting from or arising out of the use of the joint use areas while under their respective dominion and control, and from any and all claims, demands, actions, and liabilities which may arise by virtue of anything done outside the scope of or in breach of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

City:

CITY OF SANTA ROSA, a
Municipal corporation

by: 

Mayor

Approved as to Form:

TLC 1/29/96
City Attorney

District:

RINCON VALLEY SCHOOL DISTRICT

by: 

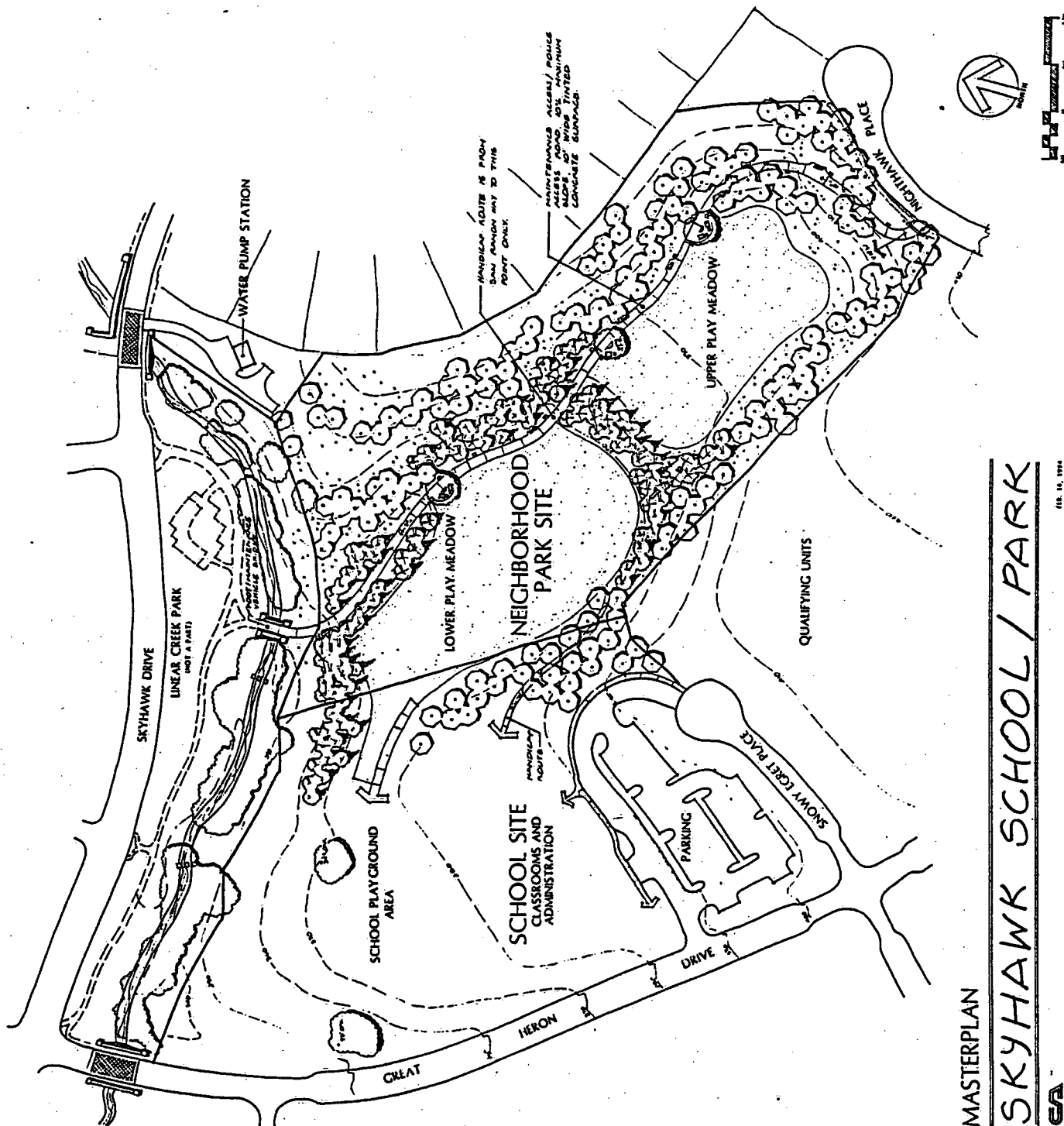
title: Supt

Approved as to Form:

See 1/29/96
School's Legal Counsel

[illegible]

SYMBOL	DESCRIPTION
	CONCRETE PATHWAY (4" WIDE)
	CONCRETE EMERGENCY VEHICLE/MAINTENANCE ROAD
	FOOT/MAINTENANCE VEHICLE BRIDGE
	INFORMAL ROCK CHECKDAM
	WOOD-SPLIT RAIL FENCE
	OPEN WIRE FENCE
	PICNIC TABLE
	BENCH
	POLE PATROL LIGHT
	BARBECUE
	TRASH RECEPTACLE
	DRINKING FOUNTAIN
	ROLLADS
	CRESTLEHEAD ENTRY GATEWAY ARROW
	BOULDER GROUPING



SKYHAWK SCHOOL / PARK

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EXHIBIT "A"



CITY OF
Santa Rosa

Department Use Only

Permit # _____

Received by _____

Date _____

APPLICATION AND PERMIT FOR OUTDOOR FACILITIES

Facility _____ Application Date _____

This permit is Issued To: _____
Individual, Team or Organization

Name of Applicant: _____ Home Phone _____
Please Print

Address: _____ Bus. Phone _____

City: _____ Zip _____

Date of Use _____ Day: _____ Time: _____ a.m. to _____ p.m.

Nature of Event: _____ Estimated Attendance: _____

Applicant hereby agrees to hold the City of Santa Rosa, its City Council and Commission, the individual members thereof, and all the officers, agents, and employees free and harmless from any loss, damage, liability, cost of expense that may arise during or be caused in any way by such use or occupancy of recreation facilities.

I, the undersigned, hereby certify that I will be personally responsible on behalf of applicant for any damages sustained to the facility or equipment, accruing through occupancy or use of said facility by the applicant. Any lost equipment or damages sustained to the above shall be compensated within seven days.

I hereby certify that I have read the accompanying OUTDOOR FACILITY POLICY. I also realize that the reservation is granted with the understanding that the Recreation and Parks Department may cancel when the facility is needed for their own programs. I further realize that it is my responsibility to notify the Department of any cancellations on my part.

I understand that the supplement to this permit attached hereto becomes a part of this agreement and I am bound by the statement thereon.

**NO GLASS BEVERAGE CONTAINERS
ALLOWED IN CITY PARKS
CITY OF SANTA ROSA
ORD. #2204 SEC. 17.24**

Permit Must Be In Possession At The Park
During Date(s) And Hours Stated.

Applicant's Signature _____

FOR DEPARTMENT USE ONLY

	FACILITY DIRECTOR	SUPERVISOR	ADMINISTRATION
Classification Recommended			
Comments			
Signature/Date			

Processing Fee	\$ _____	(Non-refundable)	Services: Field Prep	_____	HP	_____
Personnel	\$ _____		Lights	_____	DP	_____
Other Charges:	\$ _____		Other	_____	GP	_____
	\$ _____				RV	_____
	\$ _____				FP	_____
	\$ _____				YP	_____
Total Due:	\$ _____	Receipt # _____	\$ _____	Paid.		_____

RECREATION AND PARKS DEPARTMENT
Recreation Division 415 Steele Lane Santa Rosa California 95403
Telephone 707-524-5118 or 707-524-5268 FAX 707-524-5208 TDD 707-524-5662

White/Main Office Copy — Yellow/Staff Copy — Pink/Applicant's Copy — Goldenrod/Parks

EXHIBIT "B"