

(Office Use Only)

OCT 12 1979

JOINT POWERS AGREEMENT

FILE NO.

JP 489

ENDORSED
FILED
Office of the Secretary of State
Sacramento, California

OCT 11 1979

James Earl CU. Secretary of State
Rose Mary Macdonald
Deputy

(File Stamp)

INITIAL NOTICE TO THE SECRETARY OF STATE
AS TO A JOINT POWERS AGREEMENT

Notice is hereby given to the Secretary of State pursuant to Sections 6503.5 or 6503.7 of the Government Code as to the existence of a joint powers agreement providing for the creation of an agency or entity which is separate from the parties to the agreement and is responsible for the administration of the agreements. The following information as to the agreement is set forth:

(a) The public agencies parties to the agreement are:

(1) Hillsborough City School District

(2) Town of Hillsborough

(3) _____

(4) _____

(If more space is needed, type "continued" in (4) and attach a separate sheet to this form).

(b) The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: Hillsborough Recreation Commission

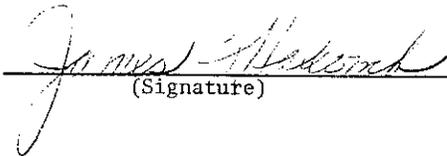
Mailing Address: 300 El Cerrito Avenue, Hillsborough, California 94010

(c) The date upon which the agreement became effective is: September 5, 1979

(d) A condensed statement as to the purpose of the agreement or the powers to be exercised is: to establish and maintain a recreation program to serve residents of Hillsborough, California.

(e) Amendments, if any, state brief description: _____

(f) The short title of the agreement, if any, is: _____



(Signature)

James F. Halcomb, Superintendent
(Type name and title of signer)

INSTRUCTIONS:

1. Mail this form to Secretary of State, 111 Capitol Mall, Sacramento, California 95814.
2. Include a remittance payable to "Secretary of State" for filing fee of \$5.00.
3. If additional copies of this form are sent with the original, the copies will be file-stamped and returned without additional charge.
4. Do not attach a copy of the Agreement and/or Amendments of the Agreement.

HILLSBOROUGH

300 EL CERRITO AVENUE, HILLSBOROUGH CALIFORNIA 94010
(415) 344-6845

CITY SCHOOL DISTRICT

BOARD OF EDUCATION

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PRESIDENT
MRS. BRAYTON WILBUR, JR.
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ADMINISTRATION

JAMES F. HALCOMB
SUPERINTENDENT
JAMES J. HALL
BUSINESS MANAGER

September 13, 1979

Office of the Secretary of State
State of California
State Capitol Building
10th at L & N
Sacramento, California 95814

Dear Sirs:

The Town of Hillsborough and the Hillsborough City School District have entered into an agreement as provided for in Chapter 5 of Division 7 of Title 1 of the Government Code for the joint exercise of powers common to both parties and under provisions of Chapter 10 of Part 7 of Division 1 of the Education Code authorizing the parties hereto to organize, promote, and conduct programs of community recreation.

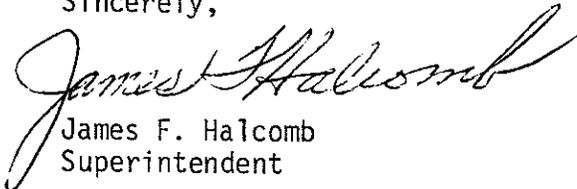
The agreement between the Town of Hillsborough and the Hillsborough City School District became effective September 5, 1979.

The purpose of the above agreement is to establish and maintain a recreation program to serve residents of Hillsborough, California.

A copy of the agreement is attached for the purpose of filing with your office. No amendments to the document as submitted have been made.

It is assumed the above information and the attached agreement will fulfill the requirements as outlined in Section 6503.5 of the Government Code.

Sincerely,


James F. Halcomb
Superintendent

JFH:ni
Attachment

SECRETARY OF STATE

SEP 26 10 15 AM 1979

SACRAMENTO

SOUTH SCHOOL

303 EL CERRITO AVENUE
BARBARA LIDDELL, PRINCIPAL

NORTH SCHOOL

545 EUCALYPTUS AVENUE
JACK T. NOLD, PRINCIPAL

WEST SCHOOL

376 BARBARA WAY
CARL L. ZON, PRINCIPAL

WILLIAM H. CROCKER SCHOOL

2600 RALSTON AVENUE
FRED SCHWARTZ, PRINCIPAL

Keith C. Sorenson, District Attorney



COUNTY OF SAN MATEO

COUNTY GOVERNMENT CENTER • REDWOOD CITY • CALIFORNIA 94063

BOARD OF SUPERVISORS
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(415) 364-5600, Ext. 2602

September 19, 1979

RECEIVED

SEP 21 1979

Dr. James F. Halcomb, Superintendent
Hillsborough City School District
300 El Cerrito Avenue
Hillsborough, California 94010

Re: Joint Powers Agreement with
Town of Hillsborough

Dear Jim:

This is in response to your letter of September 18, 1979 regarding the Joint Powers Agreement. The Agreement appears satisfactory to us. We would suggest that when you designate the depository pursuant to Paragraph I(D) that the designation be made in writing and a copy attached to the Joint Powers Agreement.

If you have any further questions on this matter, please do not hesitate to contact us.

Very truly yours,

KEITH C. SORENSON
District Attorney

By 
Michael L. Vinson
Deputy District Attorney

MLV:gnd

September 18, 1979

Mr. Michael Vinson
Deputy District Attorney
San Mateo County Office of Education
333 Main Street
Redwood City, California 94063

Dear Michael:

The attached letter to the Office of the Secretary of State has been prepared in response to your letter dated September 5, 1979. Bob Davidson, City Manager, Town of Hillsborough, has been authorized by the Town Council to sign the agreement as revised. Members of the Commission are eagerly awaiting approval of the agreement in order that they can move ahead with the implementation of a recreation program no later than October 1, 1979.

It is assumed that you will find the agreement as modified acceptable in that it is believed we have incorporated all recommended changes.

Sincerely,

James F. Halcomb
Superintendent

JFH:nl
Enclosures

AGREEMENT FOR COMMUNITY RECREATION PROGRAMS
BETWEEN THE TOWN OF HILLSBOROUGH
AND THE HILLSBOROUGH CITY SCHOOL DISTRICT

THIS AGREEMENT, made and entered into this 5th day of September, 1979, by and between the TOWN OF HILLSBOROUGH, a municipal corporation, hereinafter called "Town," and the HILLSBOROUGH CITY SCHOOL DISTRICT, a public corporation, hereinafter called "District."

W I T N E S S E T H:

WHEREAS, the parties hereto provide certain services to their residents and taxpayers within the same general area in the County of San Mateo, State of California, which services include programs relative to recreational activities; and

WHEREAS, Chapter 5 of Division 7 of Title 1 of the Government Code comprising Sections 6500 through 6513 of said Code, authorizes public agencies to enter into agreements for the joint exercise of powers which are common to the parties to such agreement, and Chapter 10 of Part 7 of Division 1 of the Education Code comprising Sections 10900 through 10916 of said Code, authorizes each of the parties hereto to organize, promote, and conduct programs of community recreation to promote and preserve the health and general welfare of the people of the State of California, to cultivate the development of good citizenship by the provision for adequate programs of community recreation and to organize, promote, and conduct such programs of community recreation as will contribute to

the attainment of general educational and recreational objectives for children and adults of the State; and further authorizes the parties hereto to enter into agreements to carry out the above purposes; and

WHEREAS, the parties hereto desire to support jointly programs of organized and supervised community recreation and to provide adequately organized and supervised community recreational services and facilities in all areas of the Town and District and thereby prevent duplication of effort and waste of finances; and

WHEREAS, the public interest, convenience, and necessity will be served thereby;

NOW, THEREFORE, in consideration of the promises and of the mutual terms, covenants, and conditions contained herein, said parties, acting by and through their respective governing and legislative bodies, do hereby mutually covenant, promise, and agree, pursuant to the authorization hereinabove referred to, as follows:

I. CREATION OF HILLSBOROUGH RECREATION COMMISSION.

Pursuant to Sections 6500, et seq. of Title 1, Division 7, Chapter 4 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the Hillsborough Recreation Commission, hereinafter designated as "Commission."

A. Purpose.

The purpose of the Commission shall be the exercise of the following powers, jointly held by the parties hereto;

1. Organization, promotion, and conduct of programs of community recreation;
2. Establishment of systems of playgrounds and recreation; and
3. Operation of recreation centers.

B. Powers.

The Commission is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any and all of the following: to make and enter into contracts, to incur debts, liabilities or obligations which shall not constitute debts, liabilities, or obligations of any party to this agreement; to acquire, hold, or dispose of property; to receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and any governmental entity; to set fees for the use of recreational facilities; and to sue and be sued in its own name.

Said powers shall be exercised in the manner provided in law, and except as expressly set forth herein, subject only to such restriction upon the manner of exercising such powers as are imposed upon either of the parties hereto in the exercise of similar powers, whether by law or by written rules and regulations of either of the parties hereto.

C. Contributions and Payments.

The parties hereto may contribute personnel, equipment, or property to the Commission for the Commission's use in

exercising its powers. Neither party shall contribute any money and the Commission's sole source of money shall be from gifts, contributions, donations, and user fees.

District shall provide and furnish land to the Commission for community recreational purposes on a site on the grounds of the parties involved. District shall, at its own expense, maintain and keep said property in good repair. District shall further, at its own expense, provide Commission with all utilities necessary for the Commission's authorized use of said property.

D. Designation of Depository.

A certified public accountant, or the treasurer of the District, said individual to be designated by District, is hereby designated to be the depository and have custody of all the money of the Commission, from whatever source.

Said depository shall:

1. Receive and receipt for all money of the Commission and place it in the treasury of the depository to the credit of the Commission;
2. Be responsible upon his official bond for the safekeeping and disbursement of all Commission money so held by him;
3. Pay, when due, out of money of the Commission so held by him, all sums payable on outstanding bonds and coupons of the Commission;

4. Pay any other sums due from the Commission from the Commission's money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller designated below; and

5. Verify and report in writing on the first day of July, October, January, and April of each year to the Commission and to each of the parties hereto the amount of money held for the Commission, the amount of receipts since the last report, and the amount paid out since the last report.

E. Designation of Auditor.

The District Auditor is hereby designated to perform the functions of auditor and controller.

The District Auditor shall make an annual audit of the accounts and records of the Commission. The minimum requirements of said audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards.

Any costs of audit including contracts with or employment of a certified public accountant or public accountant in making an audit pursuant to this section shall be borne by the Commission and shall be a charge against any encumbered funds of the Commission available for this purpose.

F. Designation of Property Custodian.

The following person(s) shall have charge of, handle, or have access to property of the Commission:

School Principals

g. Limitations on Powers.

Notwithstanding paragraph "B. Powers" above, the Commission may not:

1. Purchase real property without prior approval, in writing, from the governing boards of both parties to this agreement;
2. Enter into contracts, or incur debts, liabilities, or obligations in excess of the Commission's then available revenues;
3. Provide or maintain any recreational facilities for the people of the Town and District unless and until insurance protection against damage by fire, theft, or damage to persons or property, approved and accepted by both the Town and District has been obtained;
4. Permit the use of property or equipment belonging to and provided by the District at such time or in such manner as to interfere with the regular conduct of school or the use of said property for school purposes; and
5. Enter into employment agreements but rather shall contract for all services.

II. RULES AND ADMINISTRATIVE PROCEDURES OF THE HILLSBOROUGH RECREATION COMMISSION.

A. Appointment and Terms of Office.

1. The Commission shall be composed of five (5) members; the Hillsborough Elementary School Board and the Hillsborough Town Council shall each appoint two (2) members and the members so appointed shall select a fifth member by majority vote.
2. Members of the Commission shall be appointed for terms of four (4) years, except that one (1) member initially appointed by each party hereto shall be appointed for a term of two (2) years. No member may serve more than two (2) consecutive terms.
3. Terms shall run on a calendar year basis, with new terms commencing January 1 of even-numbered years.
4. In the event that a member shall not complete his term, that authority which appointed him shall select his successor to complete the unexpired portion of the term.
5. The Commission shall elect from among its members a Chairman, Vice-Chairman, and Secretary.
6. Officers shall hold office for one (1) year and thereafter until their successors are elected, and may not hold the same office longer than two (2) consecutive years.

7. In case of any vacancy in office, the vacancy shall be filled by an election held at the first regular meeting after the occurrence of such vacancy unless postponed by action of the Commission.

8. Members of the Commission shall serve without compensation.

9. Members of the Commission may be removed from office by a majority vote of the appointing body.

B. Duties of Officers and Staff.

1. Chairman: The Chairman shall preside at all meetings of the Commission. He shall appoint all committees and shall perform all other duties necessary or incidental to his office.

2. Vice-Chairman: In the event of the absence of the Chairman or of his inability to act, the Vice-Chairman shall take his place and perform his duties.

3. If the Chairman and Vice-Chairman are absent and a quorum is present, then that quorum shall elect a chairman pro tem for that meeting.

4. Secretary: The Secretary shall maintain minutes of meetings and all necessary financial records.

5. Correspondence and public notices shall be handled by officers or members of the Commission as the Chairman shall direct. Official documents and papers must be signed by the Chairman and countersigned by the Secretary.

C. Meetings.

1. Regular meetings of the Commission shall be open to the public and shall be held quarterly.
2. Special Meetings shall be open to the public and shall be held at such times and places as the Commission shall determine.
3. A quorum for conducting the business of the Commission shall be three (3) members except that less than a quorum may adjourn from time to time.
4. The order of business at any regular meeting shall be as follows:
 - a. Call to Order;
 - b. Roll Call;
 - c. Approval of Minutes not previously approved;
 - d. Announcements;
 - e. Unfinished Business;
 - f. New Business; and
 - g. Adjournment.
5. Every official act taken by the Commission shall be by resolution or motion adopted by the affirmative vote of the majority of those present and voting.
6. Official notification of the regular meetings to members is not required. Notification of adjourned regular meetings and special meetings shall be given as required by law.

D. Committees.

1. The Chairman, with the approval of the Commission, may appoint standing committees and may, when necessary for the conduct of the Commission business, establish special committees.
2. Standing committees shall serve for one (1) year and shall serve thereafter until their successors are appointed by the Chairman.
3. Special Committees shall be discharged by the Chairman at the conclusion of their assignment.

E. Reports.

The Commission shall submit an annual report to both the District and the Town in time to be included on the agenda for their regular April meetings. Said report shall include financial status report, recommendations on all phases of the programs, and a proposed budget for the ensuing year. Quarterly progress reports shall also be submitted in July, October, and January.

III. AMENDMENTS.

This agreement may only be amended by the parties hereto. All amendments must be in writing, be approved by the governing bodies of the parties hereto, and signed by the parties hereto.

IV. TERMINATION.

A. Notice.

This agreement, and the existence of the Hillsborough Recreation Commission, may be terminated by either party hereto

by the terminating party giving written notice of intent to so terminate to the other party. The termination shall become effective thirty (30) days after the date of mailing or of personal delivery of said notice.

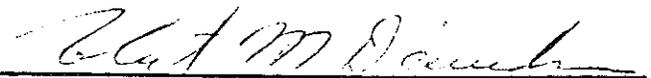
B. Distribution of Remaining Assets.

At the termination of this agreement a final accounting of the accounts and records of the Commission shall be made. The remaining assets of the Commission shall be divided equally between the Town and the District.

V. INVALIDITY.

Should any portion, term, condition, or provision of this agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

TOWN OF HILLSBOROUGH

By 

HILLSBOROUGH CITY SCHOOL DISTRICT

By 

AMENDMENT TO THE AGREEMENT
FOR COMMUNITY RECREATION PROGRAMS
BETWEEN THE TOWN OF HILLSBOROUGH
AND THE HILLSBOROUGH CITY SCHOOL DISTRICT

SECTION IV A. TERMINATION (Notice) shall be amended to read as follows:

This agreement and the existence of the Hillsborough Recreation Commission may be terminated by mutual consent of both parties.

TOWN OF HILLSBOROUGH

By _____

HILLSBOROUGH CITY SCHOOL DISTRICT

By _____

AMENDMENT TO AGREEMENT FOR
COMMUNITY RECREATION PROGRAMS
BETWEEN THE TOWN OF HILLSBOROUGH AND
THE HILLSBOROUGH CITY SCHOOL DISTRICT

The undersigned hereby agree that the Agreement for Community Recreation Programs between the TOWN OF HILLSBOROUGH and the HILLSBOROUGH CITY SCHOOL DISTRICT, dated September 5, 1979, is hereby amended by adding the following article:

VI. INDEMNIFICATION.

Because the Town finds that it is without the ability to insure itself and the Town Council members against liability, the Town cannot continue its participation in the Agreement for Community Recreation Programs unless there is protection for the Town and Town Council members via a hold harmless and indemnification agreement executed by the District in favor of the Town and Town council members. Therefore, the Town and District further agree and amend the Agreement for Community Recreation Programs as follows:

A. The District shall defend, indemnify, and hold the Town, its agents, employees, and Town Council members free and harmless against and from all actions, claims, judgments, losses, liabilities, or demands, and against and from all costs, expenses, and attorneys' fees, arising, directly or indirectly, or accruing on account of or in any way related to (a) the Hillsborough recreation program conducted by the Hillsborough Recreation Commission, established under this Agreement, such program being understood to include, but not necessarily to be limited to, all after school and summer programs for all children participating in such programs, (b) any services provided, directly or indirectly, by or on behalf of the Town in connection therewith, (c) the use of any facilities or equipment owned or operated by or on behalf of the Town in connection therewith, and (d) any actual or alleged negligent act or omission of any

employee, agent, officer of the Town, or any personnel working under the Town's supervision in connection therewith. The obligation of the District hereunder shall not be qualified or eliminated by any allegation, finding, judgment or verdict that the Town or any of its employees, officers, agents, or personnel is responsible for a passively negligent act or omission. The obligation of the District hereunder shall not include indemnification for any actual or alleged willful act or omission of any employee, agent, or officer of the Town, or any personnel working under the Town's supervision in connection therewith.

B. The District shall secure, pay the premium for, and keep in full force and effect during the effective period of this Agreement, comprehensive general liability insurance providing coverage of at least \$5,000,000 per occurrence and insuring the District for the liability of others assumed or retained by the District under contract including this Amendment. Duplicate copies of the policies shall be given to the Town within ten (10) days of the date of execution of this Amendment and, during the period this Agreement is in effect, certificates of each renewal policy shall be given to the Town at least thirty (30) days prior to the expiration of the required policies. If such insurance is cancelled, reduced or not renewed during the period of this Agreement, the District shall notify the Town within ten (10) days of such occurrence. Any other provision of this Agreement to the contrary notwithstanding, if the District fails to comply with the terms of this paragraph B, the Town or the District may terminate this Agreement at any time thereafter upon ten (10) days written notice to the other.

C. The Town will continue to use due diligence in seeking acceptable liability insurance, which will obviate the need for indemnity from the District. Once such insurance is obtained, the Town shall notify the District in writing within ten (10) days, whereupon the rights created and duties imposed under this article shall terminate. If the Town has not obtained insurance by May 1, 1987, the Town and District shall meet to

discuss the status of the Agreement. As amended herein, the Agreement shall remain in full force and effect.

HILLSBOROUGH CITY SCHOOL DISTRICT

Dated: May 20 1986

By Jean Brandenburger
Jean Brandenburger, Chairman

"District"

TOWN OF HILLSBOROUGH

Dated: May 20, 1986

By Andrew S. Berwick
Andrew S. Berwick, Mayor

"Town"

THIRD AMENDMENT TO AGREEMENT
FOR COMMUNITY RECREATION PROGRAMS
BETWEEN THE TOWN OF HILLSBOROUGH AND
THE HILLSBOROUGH CITY SCHOOL DISTRICT

The undersigned hereby agree that the Agreement for Community Recreation Programs between the Town of Hillsborough and the Hillsborough City School District, dated September 5, 1979, (as amended by an Amendment in May 1985 (regarding Section IV, Paragraph A) and an Amendment dated May 20, 1986) is hereby further amended as follows:

The period at the end of the first sentence of Paragraph B of Section VI, Indemnification, is deleted and replaced by a semi-colon and the following clause is added to such first sentence after the semi-colon:

;provided, however, that with respect to the District's indemnification obligation under (b), (c) and (d) of paragraph A above, such coverage shall be limited to the full amount of such insurance as may be available for indemnification of third parties under the insurance policies attached hereto as Exhibits A and B, viz: the California School Package Policy No. OB 875-0764 issued by the California Insurance Company and the Schools Excess Liability Fund.

A new second sentence is added to Section IV, Termination, to read as follows:

If by September 1, 1986 the Town has not, despite diligent effort, succeeded in obtaining liability insurance or the prospect or promise of coverage when the application process is completed, then it may terminate this agreement upon written notice to the District given on or before September 15, 1986.

As amended herein, the Agreement shall remain in full force and effect.

HILLSBOROUGH CITY SCHOOL DISTRICT

Dated: August 13, 1986

By: Jean Brandenburger
Jean Brandenburger, Chairman
"District"

TOWN OF HILLSBOROUGH

Dated: JAN. 27, 1987

By: Andrew S. Berwick
Andrew S. Berwick, Mayor
"Town"

Amendment To:
~~-RESOLUTION-~~

Agreement for Community Recreation Programs
~~RESOLUTION-ESTABLISHING-SUMMER-RECREATION-PROGRAM-~~

Between the Town of Hillsborough and the
Hillsborough City School District

RESOLVED, by the City Council of the Town of
Hillsborough, County of San Mateo, State of California, as
follows:

WHEREAS, recent fiscal developments make it inadvisable
for the Town of Hillsborough to make its customary contribution
of funds for the maintenance of a Summer Recreational Program
for the children of Hillsborough; and

WHEREAS, numerous residents of the Town have requested
that the Town continue the program on a basis where the users
would pay a reasonable charge for participation in the program so
that there would be no direct expense to the Town; and

WHEREAS, the Town has in the past operated the Summer
Recreation Program in conjunction with the Hillsborough Elementary
School District under a joint powers agreement; and

WHEREAS, the Hillsborough Elementary School District is
the owner of the properties on which the recreation program has
been conducted in the past and is willing to make these properties
available this summer and administer the program and collection of
fees; and

WHEREAS, in the opinion of this City Council it is in the
best interests of the Town of Hillsborough and its citizens to con-
duct this Summer Recreation Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The following programs are hereby established on the
various school properties mentioned below at the fees set forth
provided the minimum registrant requirements set forth are realized:

PRIMARY RECREATION (Grades 1-3)

South School

Program #1

Monday-Friday 12:30* - 4:00 p.m. - June 26th - July 28th

Basic Fee: \$6.50 - 50 Registrants minimum

*After Summer School

West and North Schools

Program #2 and #3

Monday-Friday 10:00 a.m. - 4:00 p.m. - June 26th - July 28th

Basic Fee: \$11.25 - 50 Registrants minimum

4-8 GRADE RECREATION

Program #4

North School Center

Monday-Friday 10:00 a.m. - 4:30 p.m. - June 26th - August 18th*

Basic Fee: \$38.00 - 200 Registrants minimum

*August 14-18 Kidd Lake Camping Trip. Playground closed.

2. That the program above set forth is being adopted upon the condition that the Hillsborough Elementary School District will assume the administration of the program on behalf of the Town, including the collection of all fees and disbursement of all funds required to be expended in connection with the program, including liability insurance and Workers Compensation Insurance to cover the School District and the Town. That the School District will agree not to expend funds beyond the receipts of the program so that the Town will have no liability for any expenditures in connection therewith.

* * * * *

Regularly passed and adopted this 26th day of June, 1978, by the following vote:

AYES: Councilmen Anderson, Clifton, Kelly and Follett

NOES: Councilmen None

ABSENT: Councilmen Howard

Benj. N. Follett
MAYOR OF THE TOWN OF HILLSBOROUGH

ATTEST:

Virginia J. Hunt
City Clerk

June 7, 1979

Mr. George Camerlengo
Deputy District Attorney
San Mateo County Government Center
Redwood City, California 94063

Dear George:

The attached resolution #79-13 enacted by the Town of Hillsborough is a duplicate of the resolution adopted by the Town in 1978. The intent of the resolution is to allow the School District to collect fees for summer school and summer recreation programs as indicated.

Your reaction will be appreciated.

Sincerely,

James F. Halcomb
Superintendent

JFH:nl
Attachment

RECEIVED

JUN 4 1979

RESOLUTION NO. 79-13

RESOLUTION ESTABLISHING SUMMER RECREATION PROGRAM

RESOLVED, by the City Council of the Town of Hillsborough, County of San Mateo, State of California, as follows:

WHEREAS, recent fiscal developments make it inadvisable for the Town of Hillsborough to make its customary contribution of funds for the maintenance of a Summer Recreational Program for the children of Hillsborough; and

WHEREAS, numerous residents of the Town have requested that the Town continue the program on a basis where the users would pay a reasonable charge for participation in the program so that there would be no direct expense to the Town; and

WHEREAS, the Town has in the past operated the Summer Recreation Program in conjunction with the Hillsborough Elementary School District under a joint powers agreement; and

WHEREAS, the Hillsborough Elementary School District is the owner of the properties on which the recreation program has been conducted in the past and is willing to make these properties available this summer and administer the program and collection of fees; and

WHEREAS, in the opinion of this City Council it is in the best interests of the Town of Hillsborough and its citizens to conduct this Summer Recreation Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The following programs are hereby established on the various school properties mentioned below at the fees set forth provided the minimum registrant requirements set forth are realized:

PRIMARY RECREATION (Grades K-4)

South School

Program #1

Monday-Friday 9:00 A.M. 12:30 P.M. June 25th - July 27th

Basic Fee: \$75.00 / Child

5-8 GRADE RECREATION

Program #2

Crocker Middle School

Monday-Friday 9:00 A.M. 12:30 P.M. June 25th - July 27th

Basic Fee: \$96.00 / Child

2. That the program above set forth is being adopted upon the condition that the Hillsborough Elementary School District will assume the administration of the program on behalf of the Town, including the collection of all fees and disbursement of all funds required to be expended in connection with the program, including liability insurance and Workers Compensation Insurance to cover the School District and the Town. That the School District will agree not to expend funds beyond the receipts of the program so that the Town will have no liability for any expenditures in connection therewith.

Regularly passed and adopted this 29th day of

May, 1979, by the following vote:

AYES: Councilmen Anderson, Howard, Kelly, Berwick and Follett

NOES: Councilmen None

ABSENT: Councilmen None

Berwick N. Follett

MAYOR OF THE TOWN OF HILLSBOROUGH

*Sent 2 copies to ...
9/26/75*

AGREEMENT FOR COMMUNITY RECREATION PROGRAMS
BETWEEN THE TOWN OF HILLSBOROUGH AND THE
HILLSBOROUGH CITY SCHOOL DISTRICT

THIS AGREEMENT, made and entered into this 11th day of
June, 1975, by and between the TOWN OF HILLSBOROUGH,
a municipal corporation, hereinafter called "Town" and the
HILLSBOROUGH CITY SCHOOL DISTRICT, a public corporation, hereinafter
called "District."

W I T N E S S E T H:

WHEREAS, the parties hereto provide certain services to their
residents and taxpayers within the same general area in the County
of San Mateo, State of California, which services include programs
relative to recreational activities;

WHEREAS, Chapter 5 of Division 7 of Title 1 of the Govern-
ment Code, comprising Sections 6500 through 6513 of said code,
authorize public agencies to enter into agreements for the joint
exercise of powers which are common to the parties to such agree-
ment, and Chapter 6 of Division 12 of the Education Code of the State
of California, comprising Sections 16651 through 16664 of said code,
authorizes agreements between public agencies for the purposes of
organizing, promoting and conducting programs of community recrea-
tion to promote and preserve the health and general welfare of the
people of the State, to cultivate the development of good citizen-
ship by the provision for adequate programs of community recreation
and to organize, promote and conduct such programs of community
recreation as will contribute to the attainment of general educational
and recreational objectives for children and adults of the State;

WHEREAS, the parties hereto desire to enter into an agreement
for the construction of certain community recreation facilities
and their joint use and operation; and

WHEREAS, District and Town desire also to support jointly programs of organized and supervised community recreation;

WHEREAS, the public interest, convenience and necessity will be served thereby;

NOW, THEREFORE, in consideration of the promises and of the mutual terms, covenants and conditions herein contained, said parties, acting by and through their respective governing and legislative bodies, do hereby mutually covenant, promise and agree, pursuant to the authorization hereinabove referred to, as follows:

I. The District shall provide and furnish to the Town land for community recreational purposes on a site on the grounds of the North Hillsborough Elementary School, more particularly shown on the plat hereto attached and by reference incorporated herein, and the Town agrees to finance and construct public improvements on the site hereinabove described within six (6) months of the date of this agreement, comprising tennis facilities, together with fences and all the necessary appurtenances thereto, and to resurface existing tennis courts at the South School at the same time as the new courts are being constructed. Thereafter, the cost of resurfacing all tennis courts shall be borne equally by the District and the Town.

A. The Town shall cause to be prepared all necessary plans, specifications, resolutions, notices and other documents necessary to provide for the construction and installation of said tennis facilities. Said plans and specifications shall be subject to approval on behalf of the District and Town by their respective legislative bodies and shall be subject to approval by all state agencies having jurisdiction. Such approval must be obtained prior to the construction of the tennis facilities. The plans and specifications shall

- include provisions for grading, filling, leveling, and fencing of the proposed tennis facilities. The Town agrees to assume all responsibilities, appointing a project manager to oversee the construction and the Town shall maintain insurance to protect Town and District during construction of the tennis facilities.
- B. The site herein described upon which the tennis facilities are to be located and all other lands thereby utilized in connection with the use of said site for community recreation purposes shall remain the property of the District.
- C. The District shall provide the Town with all utilities required to place said tennis facilities in operation, including water and sewers, and shall continue to provide, maintain and operate all such utilities during the period of this agreement.
- D. Following the completion of the tennis facilities to the satisfaction of the governing bodies of the parties hereto, said facilities shall be utilized for the purposes of providing community recreation facilities pursuant to the following terms:
1. The use of the facilities described herein 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 school work.
 2. Prior to the start of each semester, the parties hereto shall establish a reasonable schedule of use for each of the parties to this agreement.
 3. The costs of normal maintenance of said tennis facilities, including all costs of utilities and general upkeep for daily use, shall be paid by the District.

4. Both parties shall share equally the cost of all repairs to or replacement of the tennis facilities, including such items as striping, fence repair, etc.
5. The parties hereto shall hereafter agree upon rules governing the use and control, including the supervision, of the tennis facilities.

II. FURTHER, the Town and the District shall jointly conduct a recreation program for the City of Hillsborough.

A. The parties shall at least once annually agree upon the scope of the program, its basic policies and the rules to be observed by participants in the program.

1. It is a basic policy of the program that participants over the age of 15 pay user fees to the extent feasible to defray all or a substantial portion of the cost of the program in which they participate.

2. It is a basic policy of the program that there be at all times in full force and effect adequate public liability insurance to protect the parties, their officers and employees against claims for personal injury and property damage. Such insurance shall be in such form as approved by the Town Attorney and the District Attorney.

B. The program shall utilize the facilities of the District to the extent feasible without disruption of the District's school program.

1. The use of District facilities shall be subject to District policies in effect.

2. The use of District facilities shall be subject to applicable provisions of the California Education Code.

3. The District shall make its facilities available to the program without charge other than for a reasonable proration of utilities and janitorial expense.
- C. The cost of operation of the program shall be equally divided between the parties, except as otherwise provided or agreed upon.
1. Prior to July 1 of each year, the parties shall agree upon a budget for the program for the ensuing fiscal year commencing July 1.
 2. The District shall bill the Town on July 1 of each year for one half of the Town's annual contribution with the remainder to be billed on January 2 of each year.
 3. The parties may agree on budget modification at any time.
 4. If either party proposes an activity for the program which the other party does not agree be included in the budget, the proposing party may sponsor such activity as its sole expense.
- D. The program shall be managed and supervised by the District.
1. The District shall issue warrants to cover all program costs.
 2. The District shall maintain proper books of account for the program.
 3. The District shall employ persons on behalf of the program on a part-time or full-time basis.
 4. The District shall purchase, lease or otherwise acquire supplies and equipment on behalf of the program, including net replacements for tennis facilities, but the District shall not purchase, lease or otherwise acquire any real property or improvements thereon on behalf of the program without the prior written consent of the Town.

5. The annual audit of the District shall include a financial statement for the program.
- E. The parties by mutual agreement may amend or terminate this agreement at any time. Upon termination, any cash or assets acquired from the joint contributions of the parties shall be divided equally between them.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first hereinabove noted.

TOWN OF HILLSBOROUGH,
A Municipal Corporation

HILLSBOROUGH CITY SCHOOL DISTRICT,
A Public Corporation

By

John P. Loughlin

By

James H. Haxcar

ATTEST

ATTEST:

Rose L. Gilm
DEPUTY City Clerk

Margaret B. Robertson
Clerk of the Board of Education

Approved as to form:

Approved as to form:

Frank H. Bingham, Jr.
Town Attorney

L. L. Fort
District Attorney