

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

THIS AGREEMENT, made and entered into on the 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" and restated and
amended on the ____ day of _____ by the Town and the District.

WITNESSETH:

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 6536 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 10914.5 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 supervise 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.
4. Appointment of an Executive Director.

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 an 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 designate, appoint, or approve contractors and employees; 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. 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 or her official bond for the safekeeping and disbursement of all Commission money so held by him or her;
3. Pay, when due, out of money of the Commission so held by him or her, 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 persons shall have charge of, handle, or have access to property/equipment of the Commission and property/equipment owned jointly by the Commission and the District:

School Principals

School Superintendent

Director of Recreation

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 ending balance (notwithstanding capital projects approved by the Commission);
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

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 City School District Board and the Hillsborough Town Council shall each appoint two (2) members from their respective bodies and the members so appointed shall select a fifth member by majority vote.

2. Members of the Commission shall be appointed for terms of two (2) years,
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 or her 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 Chairperson and Vice- Chairperson.
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.
10. Members of the Commission that have resigned or have been removed from the Hillsborough City School District Board or Hillsborough Town Council shall be removed from the Commission.
11. Members of the Commission must reside in Hillsborough.

B. Duties of Officers and Staff.

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

2. Vice- Chairperson: in the event of the absence of the Chairperson or of his or her inability to act, the Vice-Chairperson shall take his or her place and perform his or her duties.
3. If the Chairperson and Vice-Chairperson are absent and a quorum is present, then that quorum shall elect a Chairperson pro tem for that meeting.
4. Secretary/Executive Director: The Secretary shall maintain minutes of meetings. The Executive Director of Hillsborough Recreation shall be the Secretary of the Commission. The Executive Director shall be the senior staff member, shall be responsible for carrying out the vision of the Commission, and shall ensure the effective management of the programs of Recreation.
5. Treasurer: The Treasurer shall maintain financial records, including budgets, actual expenses and revenues, and audits. The Business Manager of the District shall be the Treasurer of the Commission, unless the Commission acts to name a different Treasurer.
6. Correspondence and public notices shall be handled by officers or members of the Commission as the Chairperson shall direct. Official documents and papers must be signed by the Chairperson and countersigned by the Secretary. “Official documents and papers” shall be defined as fee schedules, improvement projects that cost \$10,000 or more, and capital projects that cost \$10,000 or more.

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 Chairperson, 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 Chairperson.
3. Special Committees shall be discharged by the Chairperson 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 report 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_____