

In the Board of Supervisors, County of Solano  
State of California

IN THE MATTER OF

JOINT POWERS AGREEMENT BETWEEN COUNTY  
OF SOLANO AND CITY OF VACAVILLE PERTAINING  
TO LAGOON VALLEY PARK PROJECT DEVELOPMENT

Extract of the meeting  
of Sept. 15 1970

A proposed joint powers agreement between the County of Solano and the City of Vacaville pertaining to the acquisition and development of the LAGOON VALLEY PARK PROJECT (it previously having been determined by both agencies that this project was a matter of mutual interest) was submitted by Administrator Palmer for Board consideration.

The agreement detailed the responsibilities to be assumed by each agency for the consumation of the project.

The Board indicated its approval of the Agreement as submitted, whereupon it was moved by Supervisor Scofield, seconded by Supervisor Church, that the Chairman be authorized to execute the Joint Powers Agreement on behalf of the County.

So ordered by unanimous vote of members present.

481

I, NEIL CRAWFORD, County Clerk of the County of Solano, and ex-officio clerk of the Board of Supervisors in and for said County, do hereby certify the within and aforesaid to be a full, true and correct copy of an order made and entered on the minutes of said board.

Witness my hand and Seal of said Board this

15 day September 1970

NEIL CRAWFORD, County Clerk

By

Allen Starnes

Deputy Clerk

## A G R E E M E N T

This Joint Powers Agreement made and entered into this 14th day of October, 1970 by and between the COUNTY OF SOLANO, a Political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF VACAVILLE, hereinafter referred to as "CITY";

### W I T N E S S E T H:

WHEREAS, the parties hereto are duly constituted public agencies and have heretofor determined that the acquisition and development of the Lagoon Valley Park Project is a matter of mutual interest;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter stated and the performance thereof the parties hereto do hereby agree as follows:

1. The CITY will make all necessary applications to COUNTY, State and Federal Agencies for the funding of land acquisition and for development of said Lagoon Valley Park Project. Title to all lands thereof will be in the name of the CITY;
2. The COUNTY will be responsible for:
  - (a) The acquisition of lands, including appraisals;
  - (b) The development of the recreational facilities including design;
  - (c) Continuing services, including administration, operation, maintenance and legal.
3. Changes or modifications to this Joint Powers

Agreement must be by mutual consent of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto by their duly authorized officers.

COUNTY OF SOLANO, A political  
subdivision of the State of  
California.

CITY OF VACAVILLE,

By Wallace L. Brazelton  
WALLACE L. BRAZELTON, Chairman  
Board of Supervisors.

By A. T. Chancellor  
A. T. CHANCELLOR, Mayor

AMENDMENT TO JOINT POWERS AGREEMENTLAGOON VALLEY PARK

This contract is an amendment to the Lower Lagoon Valley Joint Powers Agreement, and is made by and between the County of Solano ("County"), a political subdivision of the State of California and the City of Vacaville ("City"), a municipal corporation.

RECITALS

WHEREAS, County and City entered into a Joint Powers Agreement (hereinafter, "agreement") dated October 14, 1970 pertaining to the acquisition and development of Lagoon Valley Park ("the park"); and

WHEREAS, that agreement, among other things, gave primary responsibility to County for the development and on-going maintenance of the park, although title to the park land was to remain with City; and

WHEREAS, government financing of recreation and park facilitates has changed substantially since the agreement was approved in 1970, and the parties now agree that City is in the best position to further develop and operate the park; and

1 WHEREAS, transferring to City the development and  
2 operational responsibilities for the park will free County  
3 funds for the development and operation of other County  
4 parks, may speed the development of Lagoon Valley Park for  
5 the enjoyment of all City and County residents, and will  
6 serve as an example of cooperative service consolidations  
7 which are in the public interest; and  
8

9 WHEREAS, the Board of Supervisors of Solano County and the  
10 City Council of the City of Vacaville have approved this  
11 agreement at duly noticed meetings of their respective  
12 public agencies;  
13

14 AMENDMENT TO AGREEMENT  
15

16 NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET  
17 FORTH HEREIN, the County and City hereby amend that certain  
18 joint powers agreement relating to Lagoon Valley Park, dated  
19 October 14, 1970, in the following respects:  
20

21 1. Subject to the specific provisions herein,  
22 responsibility and authority for the development,  
23 operation and maintenance of Lagoon Valley Park is  
24 shifted from County to City, effective July 1, 1994.  
25

26 2. City will use its reasonable best efforts to  
27 further the development of the park, and will keep the  
28 facility open to all residents of Solano County on the

1 same basis and at the same cost, if any, for  
2 admittance, use of facilities, and the like.  
3

4 3. The park will remain in use for public recreation  
5 purposes and as otherwise required by deed restrictions  
6 or financial grant requirements applicable to the  
7 property. This provision, however, shall not limit  
8 City's authority to enter into agreements with private  
9 concessionaires to operate recreation or other  
10 facilities at the park.  
11

12 4. For the fiscal year July 1, 1994 through June 30,  
13 1995, City will and hereby does contract with County  
14 for County to supply City with personnel and support  
15 services, including equipment, for the routine  
16 operation and maintenance of the park's physical plant  
17 and grounds. Such services shall be provided by County  
18 personnel and with County resources. All County  
19 employees providing such services shall be covered  
20 exclusively by County benefits, including workers'  
21 compensation, and subject exclusively to County  
22 personnel rules and requirements. County shall provide  
23 such services in the same manner they have been  
24 provided heretofore, and in no case to an extent  
25 greater than such services were rendered for the park  
26 by County prior to July 1, 1994. City and County  
27 representatives shall meet and cooperate as needed in  
28

1 order to achieve a smooth transition to complete City  
2 routine operation and maintenance as of July 1, 1995.

3  
4 5. City shall compensate County in the amount of  
5 \$70,000.00, payable in twelve equal monthly  
6 installments, for the provision of such personnel and  
7 support services. County shall retain all entrance  
8 fees and other revenue from park operations until July  
9 1, 1995.

10  
11 6. County will cooperate with City in all facets of  
12 the transition to complete City routine operation and  
13 maintenance of the park on July 1, 1995, including, but  
14 not limited to, providing City file information,  
15 construction drawings, technical support, and non-  
16 financial assistance on efforts to obtain grant  
17 funding.

18  
19 7. All equipment and supplies currently being used by  
20 County for the operation and maintenance of the park  
21 shall remain the property of County, and may be removed  
22 from the park when City assumes full routine  
23 maintenance and operation responsibilities on July 1,  
24 1995.

25  
26 8. City accepts the park in an "as is" condition,  
27 without any warranty or representation by County as to  
28 its condition, safety, or compliance with laws,

1 regulations, and requirements pertaining to park  
2 development. County shall, until July 1, 1995,  
3 continue to be responsible for all claims, actions,  
4 liabilities, and suits arising out of the operation and  
5 maintenance of the park, and will hold harmless and  
6 indemnify City therefrom. On July 1, 1995, complete  
7 responsibility for such items shall shift to City, and  
8 except for those which arise out of events which  
9 occurred on or before June 30, 1995.

10  
11 This section is not intended to, nor shall it, relieve  
12 responsibility of County for any costs of remediation  
13 of existing conditions of the park relative to any  
14 hazardous or toxic substances deposited on the site  
15 during the period between October 14, 1970 and July 1,  
16 1994. As to any such remediation, County shall defend,  
17 save, hold harmless and indemnify City from and against  
18 such demands, claims, liabilities, and causes.

19  
20 Dated: June 14 , 1994

21 CITY OF VACAVILLE

22 BY

Don A. Fleming  
Mayor  
(TITLE)

23 COUNTY OF SOLANO

24 BY

William J. Carroll  
Chairman, Board of Supervisors  
(TITLE)