

# MEMO

**To:** TOWN COUNCIL

**From:** Joanna Gutierrez, Town Clerk



**Subject:** Amended Agenda Material for Agenda Item 7(a)

**Date:** March 7, 2011

Attached is amended agenda material for Agenda Item 7(a) regarding the recommended \$165,322 funding allocation plan for Proposition 40 Per Capita Grant. The MOU has been amended to reflect additional changes (highlighted). Additionally, the correct Chairperson for the Paradise Recreation and Parks District is Al McGreehan.

jmg/attachment

cc: Chuck Rough  
Dwight Moore  
Enterprise Record  
Paradise Post  
Public View Packet

MEMORANDUM OF UNDERSTANDING  
TOWN OF PARADISE  
AND  
PARADISE RECREATION AND PARK DISTRICT  
SKYWAY FRONTAGE RENOVATION  
TERRY ASHE RECREATION CENTER

This Memorandum of Understanding (Memorandum) is entered into on March 8, 2011, between the Town of Paradise and the Paradise Recreation and Parks District for the purpose of combining and leveraging resources to provide three priority community projects.

1. The Town of Paradise (Town) shall provide \$165,322.00 (Proposition 40 Funding) for the Terry Ashe Recreation Center Skyway Frontage Renovation Project, which is described in Sections 3 and 4 of this Memorandum.
2. In return for the Proposition 40 funding from the Town, the Paradise Recreation and Park District (District) shall allocate \$165,322, in the 2011-2012 fiscal year after receiving all grant funds, for the following purposes:
  - a. \$100,322.00 will be allocated to the Paradise Community Village Project for road and utility infrastructure costs as approved by the Town.
  - b. \$65,000.00 shall be allocated to the Paradise Performing Arts Center as described in Section 6 of this Memorandum.
3. All landscape improvements, except the electronic sign, to the Terry Ashe Recreation Center Skyway Frontage Renovation Project shall be owned and maintained in good condition by the Paradise Recreation and Park District for a minimum of 30 years.
4. As a part of the Terry Ashe Recreation Center Skyway Frontage Renovation, Project, the Paradise Recreation and Park District shall install an electronic sign upon which the Town of Paradise will have 20% of the usage for Town business during normal operations, except in the case of a local emergency situation the Town shall have 100% use of the sign during the emergency. This sign shall replace the Paradise Irrigation District sign and the sign at the south end of the property shall be removed. Other agencies that will have 20% usage of the sign shall be the Paradise Irrigation District, the Paradise Unified School District, and the Paradise Recreation and Park District. The remaining 20% shall be available for rent for community events. The Paradise Recreation and Park District shall own and operate the sign. All four agencies shall share equally in all costs to operate, repair, and maintain the sign. Income from the sign shall be shared equally if there is any remaining after it is subtracted from the sign's expenses. An income and expense report shall be provided annually by the Paradise Recreation and Park District to all four agencies. Paradise Unified School District will need to pay 25% of the sign total cost to participate and Paradise Irrigation District shall be grandfathered in because of the replacement of their current

sign. All four agencies shall negotiate whether or not this sign should be replaced once it is no longer operable.

5. If the Paradise Community Village Project should fail to have a recreation or park element then the \$100,322.00 contributed to the Paradise Community Village Project shall be allocated to another recreation or park element within the Town of Paradise as approved by both the Town of Paradise and Paradise Recreation and Park District.
6. A total of \$65,000 shall be granted to the Paradise Performing Arts Center (PPAC) which will be considered a contribution from both the Town and the District. Of that amount, \$59,000 shall be used for capital improvements to the PPAC building at 777 Nunneley Road, Paradise, California. As a consideration for receiving these funds, the remaining \$6,000 shall be used to allow the Paradise Symphony to conduct four community concerts per year for four years at no cost to the Paradise Symphony. If the \$65,000 is not used for its intended purposes, the unused amount shall be returned to the District to be reallocated as approved by both the Town and the District.
7. The parties understand that this Memorandum is a binding agreement between them and shall not be amended without the prior written consent of all the parties.

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Alan White, Mayor  
Town of Paradise

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Al McGreehan, Chairperson  
Paradise Recreation and Parks District