

CITY OF SANTA ROSA
CITY COUNCIL

TO: MAYOR AND CITY COUNCIL
SUBJECT: JOINT USE AGREEMENT BETWEEN THE CITY OF SANTA
ROSA AND WRIGHT SCHOOL DISTRICT
STAFF PRESENTER: LISA W. GRANT, SUPERINTENDENT
RECREATION & PARKS
AGENDA ACTION: Resolution

ISSUE(S)

Shall the City Council enter into a Joint Use of Playing Fields Agreement with the Wright School District for the maintenance of playing fields at J.X. Wilson Elementary School?



COUNCIL GOALS AND STRATEGIES

This item relates to Council Goal 4.1, "Research new revenue model, including formation of a special district, to sustain Recreation & Parks in the future." This agreement provides ongoing maintenance of City parkland, assisting in the reduction of maintenance costs paid by the City.

BACKGROUND

1. In 1987 the City entered into an agreement approved through Council by Resolution No. 18318, with the Wright School District for the development and use of the recreational area at J.X. Wilson Elementary School located at 246 Brittain Lane, Santa Rosa, California. This agreement has been amended and reaffirmed every five years since its inception.
2. The Wright School District and City set forth terms and conditions for the parties to maintain the playing fields for benefit of the elementary students, recreational programing, and the Neighborhood Park located at the school.
3. It is in the public interest of the parties to agree to the joint exercise of powers as provided in Government Code Section 6502 and Education Code Section 17527 et seq. for the joint use of school district property.
4. The Joint Use of Playing Fields Agreement is a five year term from 2013 – 2018 with a cost of \$61,250.00.

JOINT USE AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND WRIGHT SCHOOL DISTRICT

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ANALYSIS

1. The City's General Plan establishes the standard of six acres of parkland per 1,000 residents. J. X. Wilson Elementary School provides a 5-acre Neighborhood Park.
2. The Joint Use of Playing Fields Agreement permits the playing fields to be programed by the City's Department of Recreation & Parks for youth soccer and little league organizations to practice and play after school hours and on weekends.
3. The Joint Use of Playing Fields Agreement conditions the Wright School District to provide maintenance to the playing fields, irrigation system, and playground equipment adjacent to the playing fields. During the five-year term of the Agreement the City will pay half, 50%, of the District's maintenance costs, including labor and utilities.
4. Both parties agree the base amount for the maintenance costs for FY 2012/2013 is \$24,500.00. The City agrees to pay half, \$12,250.00, of the maintenance costs to the Wright School District. Each fiscal year the base amount of the maintenance costs shall be adjusted in accordance with the Consumer Price Index.

RECOMMENDATION

It is recommended by the Department of Recreation & Parks that Council, by resolution, approve and authorize the Mayor to enter into a Joint Use of Playing Fields Agreement with the Wright School District for the sharing of the maintenance costs and the joint use of the playing fields at J.X. Wilson Elementary School and authorize the Finance Director to pay \$12,250.00 per year, up to \$61,250.00 for five years from Key 090303-5321.

Author: Lisa W. Grant

Attachments:

- Draft Joint Use of Playing Fields Agreement
- Map (Exhibit A)

**CITY OF SANTA ROSA
JOINT USE OF PLAYING FIELDS AGREEMENT
WITH WRIGHT SCHOOL DISTRICT
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2013 by and between the City of Santa Rosa, a municipal corporation ("City"), and the Wright School District, a California public school district ("District")

R E C I T A L S

- A. It is in the public interest for the parties to agree to a joint exercise of powers as provided in Government Code section 6502 and Education Code sections 17527 et seq. for the joint use of school district property.
- B. District owns, maintains and controls a school site known as J.X. Wilson Elementary School, consisting of school buildings and playing fields, upon real property commonly known as 246 Brittain Lane, Santa Rosa, Sonoma County, California.
- C. City may require access to and use of playing fields to operate various recreational programs.
- D. It is the intent of District and City to set forth the terms and conditions for the parties' joint use and maintenance of the "Playing Fields" at J.X. Wilson Elementary School, as shown on **Exhibit A**, which is attached hereto and incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, City and District agree as follows:

1. Condition of Use of Playing Fields

- A. District shall have exclusive use and control of the Playing Fields during "School Hours" on "School Days".
 - 1. "School Hours" shall mean the period of time from one hour prior to the beginning of the first scheduled class each morning to thirty (30) minutes after the last dismissal bell each afternoon.
 - 2. "School Days" shall mean all days on which students are scheduled to be in attendance as determined by the District calendar in the District's discretion.
- B. Use of the Playing Fields by the City or a third party shall be scheduled through the JX Wilson School Office.
- C. Exceptions and other provisions related to Use of Playing Fields:
 - 1. District is entitled to reserve the Playing Fields for its exclusive use two (2) evenings per year and two weekends during the school year for District or school-

related events (e.g., graduation, barbecue). District will provide an annual calendar to the City of such reserved uses by September 30 annually. If an unforeseen District or school-related event is scheduled after the annual calendar has been set, the District will be entitled to displace previously scheduled events up to five times per year, subject to reasonable notice to and consent by the City, which consent shall not be unreasonably withheld.

2. District shall restrict use of the Playing Fields to youth sports or youth activities on School Day afternoons, unless District otherwise agrees in writing.

- D. Neither party shall conduct or allow any third party to conduct any activity on the Playing Fields in violation of applicable local, state or federal laws or regulations including, without limitation, laws and regulations prohibiting discrimination or the possession, consumption, or sale of alcoholic beverages, tobacco or any other substance prohibited on California public school district property. The party authorizing use of the Playing Fields shall supervise or cause the use to be supervised in a safe manner in accordance with this Agreement including any rules established by District.

2. Campus Security and Parking

City and any third party using the Playing Fields shall only use designated parking spots in the parking lot off of Third Street. The City will inform its employees and program participants of these guidelines and will enforce compliance with the same.

3. Maintenance of the Playing Fields

- A. District shall be responsible for maintaining the Playing Fields in an attractive and useful condition in accordance with District's standards. Maintenance of the Playing Fields shall include monitoring and maintaining the irrigation system, mowing, fertilizing, aeration and weed control.
- B. District shall be responsible for maintaining the playground equipment, adjacent to the Playing Fields.

4. Maintenance Costs

- A. During the term of this Agreement, City agrees to pay one-half (50%) of the District's total, annual Playing Fields maintenance costs, which shall include labor and utilities. The fiscal year will be July 1 – June 30. Each fiscal year by July 31, District will invoice the City for maintenance costs for the next fiscal year, and City shall submit payment with 30 days after the date of invoice.
- B. The parties agree that the "base amount" for maintenance costs for 2012/2013, including utilities, will be **(\$24,500)**. On or before August 31, of each year, the City agrees to pay one-half **(\$12,250.00)** of the maintenance costs to District.

- C. Notwithstanding the foregoing, each fiscal year the "base amount" for maintenance costs shall be adjusted in accordance with the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco Office, or its successor, for the San Francisco-Oakland, San Jose areas published for the December ending. The parties agree that maintenance costs shall not be adjusted downward in the event of a decrease in the Consumer Price Index.
- D. The parties agree that if there are extraordinary costs including, but not limited to, replacement of the sod or irrigation system, District will seek quotes in accordance with applicable law. City and District agree that extraordinary costs shall be split evenly, subject to prior approval by City, not to be unreasonably withheld. District will invoice City for one-half of approved extraordinary costs, and City will remit payment to District within thirty (30) days after receipt.

5. Insurance and Indemnification

A. Hold Harmless

- 1. To the fullest extent permitted by law, City shall indemnify, defend, release and hold District harmless from liability for bodily injury or property damage and personal injury losses or claims arising out of or related to City's use or any City authorized use of the Playing Fields, except to the extent that such injury or damage arises out of the negligence or willful misconduct of District, its agents or employees.
- 2. To the fullest extent permitted by law, District shall indemnify, defend, release and hold City harmless from liability for bodily injury or property damage and personal injury losses or claims arising out of or related to District's use or any District authorized use of the Playing Fields, except to the extent that such injury or damage arises out of the negligence or willful misconduct of City, its agents or employees.

B. Liability Insurance

- 1. During the term of the Agreement, the City and District shall each provide comprehensive general public liability coverage with the following minimum limits: District: \$1 million per occurrence; City: \$1 million per occurrence.
- 2. Each party shall name the other and its officers, officials, employees and volunteers as additional insureds on all said insurance during the term of this Agreement and shall annually furnish the other with written proof of said coverage. Each party shall be given a copy of the other party's applicable insurance policies and shall be provided written notices of cancellation or material change in coverage 30 days prior to the cancellation or change in coverage.
- 3. City's insurance shall be primary during non-School Hours and on non-School Days for the hours City authorized programs are permitted by District on the Playing Fields. District's insurance shall be primary during School Hours on School Days.

C. Workers' Compensation/Employer's Liability

During the term of this Agreement, the parties shall procure and maintain Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance, for their respective employees.

6. Third Party Usage

Nothing in this Agreement shall restrict either District or City from making the facility available to third parties, consistent with all the terms of this Agreement.

7. Term and Termination of Agreement

The term of this Agreement shall be five (5) years, commencing on ____day of_____, 2013, unless terminated by either party upon ninety (90) days written notice.

8. Notice

Except in the event of emergency circumstances necessitating that use of the Playing Fields cease immediately (Section D.), in which case notice may be given in any reasonable manner calculated to provide actual notice, all notices permitted or required under this Agreement shall be given by first class mail to the party at the address below:

City
Director of Parks & Recreation
City of Santa Rosa
100 Santa Rosa Avenue
Santa Rosa, CA 95404

District
Superintendent
Wright School District
4385 Price Avenue
Santa Rosa, CA 95407

9. Binding on Successors

This Agreement is binding on the heirs, successors and assigns of the parties hereto.

10. Entire Understanding

This Agreement may be executed in counterparts and contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in the Agreement has been or is relied on by any of the parties hereto.

11. Amendment of Agreement

This Agreement may only be amended or modified by a written instrument executed by the parties. Any changes to this Agreement must be approved by the Santa Rosa City Council and the Wright School District Board of Trustees or their designees.

12. Authorization

Each individual executing this Agreement, or its counterpart, on behalf of the respective entity, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

IN WITNESS WHEREOF the parties have executed this Agreement which shall become effective upon the date of execution of the Agreement by all parties.

CITY OF SANTA ROSA
a Municipal Corporation

WRIGHT SCHOOL DISTRICT
a California Public School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the City Attorney

School and College Legal Services
of California, Attorneys for District

ATTEST:

Attachments:
Exhibit A

