

STAFF REPORT*CITY OF OCEANSIDE*

DATE: May 8, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Parks and Recreation Department

SUBJECT: **JOINT USE AGREEMENT FOR PARK AND RECREATION AND SCHOOL FACILITIES WITH THE OCEANSIDE UNIFIED SCHOOL DISTRICT**

SYNOPSIS

Staff recommends that the City Council approve a one-year Joint Use Agreement with the Oceanside Unified School District (OUSD), effective June 1, 2024 through May 31, 2025 for the joint use of park and recreation and school facilities; and authorize the City Manager to execute the agreement.

BACKGROUND

The City and OUSD had a Joint Use agreement that expired on August 31, 2021. The purpose of the Agreement is to promote the health and wellness of the community, and to contribute to the fulfillment of recreation, education, and cultural objectives for children and adults. The Agreement is intended to maximize the use of recreational facilities by allowing for the shared use of buildings, athletic facilities, parks, beaches, and other recreation areas. The District manages more than 115 acres of field and open spaces, which provides additional park acreage towards achieving the City's established standard of five acres of parkland per 1,000 residents. District gymnasiums, fields, and outdoor courts provide additional facilities for youth and adult sports organizations that cannot be accommodated on City fields. The District, in turn, uses the Brooks Street, Marshall Street, and William A. Wagner Aquatic centers for swim and water polo practices and games.

Under the terms of the previous Agreement, the City prioritized District requests for use of City facilities prior to considering requests from other organizations. The District reimbursed the City for staffing charges but did not pay facility rental fees, except at the William A. Wagner Aquatic Center and the Event Center. The City had access to District fields after 6:30 p.m. for City programs and events, but the Agreement did not allow the City to permit District fields to third-party organizations. The Parks and Recreation Department did not use District fields for City programs or events during the term of the Agreement. The primary benefit to the City was that the community could use District

fields for passive park use after school hours if they were not being used for school functions.

The City and the District have continued to operate under the terms of the expired Agreement on a month to month basis, while negotiating terms for an updated agreement.

ANALYSIS

The District requested that the updated Agreement eliminate facility rental fees at all City facilities. Negotiations between the City and the District focused on providing the City access to District facilities for programming at gymnasiums and stadiums that could generate sufficient revenue to offset lost revenue from the facility rental fees currently collected. Although District facilities are available for sports organizations to rent, their rates are generally cost prohibitive for youth non-profit organizations. The ability to permit District fields to third-party organizations would allow the City to alleviate some of the field and gymnasium shortages that it has experienced.

The City and the District have developed a pilot one-year Agreement that would eliminate all facility rental fees and staff reimbursement charges. The City would provide \$25,000 annually for materials and supplies to purchase seed, soil, and fertilizer, and the District would provide the labor and field maintenance to ensure an enhanced playable condition of fields at five District sites selected by the City.

The District would have free access to the swimming pools and recreation facilities at the existing rate of usage, which is approximately 725 hours of pool time at the aquatic centers and 145 hours of use at the Country Club Senior Center and El Corazon Event Center.

The Parks and Recreation Department would have the ability to permit fields to third-party sports organizations at Jefferson, MLK Jr., Lincoln, Surf Side, and South Oceanside school sites for approximately 485 hours during non-school hours, weekends, and school holidays. These fields would be permitted through the Parks and Recreation Department, and organizations would pay fees to the City in accordance with the City of Oceanside Consolidated Fees, Taxes, and Assessment Schedule.

The Parks and Recreation Department would have approximately 850 hours for use of fields at El Camino High School and Oceanside High School, and approximately 550 hours for use of gyms at El Camino High School, Oceanside High School, and Martin Luther King, Jr. Middle School. These sites would be available for staff-led and contracted Parks and Recreation Department programs, and third-party organizations would have to continue to permit these facilities directly from the District.

FISCAL IMPACT

The City and the District have agreed not to charge each other facility rental fees or reimburse staffing costs. The City will spend \$25,000 in materials and supplies from the

American Rescue Plan Act, and will forgo \$65,000 in lost revenue from facility fees and staff reimbursement. The District will forgo up to \$488,000 in facility fees and staff reimbursement if their facilities are used during all available times. The Department is projecting to generate \$65,000 in additional revenue from expanded programming at District sites. Therefore, the Agreement will have no net impact on the General Fund.

Table 1: Materials and Supplies

Description	Account	Amount	Available Balance
Seed, Fertilizer, Soil, etc.	837179921271	\$ 25,000	\$866,300

Table 2: Impact on General Fund

Description	Account	Amount
Reduce Facility Fees	William A Wagner Aquatic Center 935970101.4352	(\$39,000)
Reduce Staff Reimbursement	935970101.4352	(\$26,000)
Increase Revenue	Recreation Programs 935948101.4361	\$65,000

INSURANCE REQUIREMENTS

Does not apply.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.


RECOMMENDATION

Staff recommends that the City Council approve a one-year Joint Use Agreement between the City of Oceanside and Oceanside Unified School District (OUSD), effective June 1, 2024 through May 31, 2025 for the joint use of park and recreation and school facilities; and authorize the City Manager to execute the agreement.

PREPARED BY:


Manuel Gonzalez
Parks and Recreation Director

SUBMITTED BY:


Jonathan Borrego
City Manager

REVIEWED BY:

Michael Gossman, Assistant City Manager
Rob O'Brien, Deputy City Manager
Jill Moya, Financial Services Director



JMG

ATTACHMENTS:

- A. Joint Use Agreement

**JOINT USE AGREEMENT FOR PARK AND RECREATION AND
SCHOOL FACILITIES BETWEEN CITY OF OCEANSIDE AND
OCEANSIDE UNIFIED SCHOOL DISTRICT**

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the CITY OF OCEANSIDE, a municipal corporation in and of the State of California, herein after referred to as "the City", and the OCEANSIDE UNIFIED SCHOOL DISTRICT, a unified school district organized and operating under Section 35000, *et seq.*, of the State of California Education Code, in San Diego County, California, hereinafter referred to as "the District".

WHEREAS, school districts and cities are authorized by Chapter 10 of part 7 of Division 1, Title 1 of the Education Code (Sections 10900, *et seq.*) to organize, promote and conduct community recreation programs and activities within or outside of their territorial limits;

WHEREAS, said governing bodies are authorized to enter into agreements with each other, pursuant to Education Code Section 10905, to promote the health and general welfare of the community and contribute to the attainment of general recreational objectives for children and adults within the community;

WHEREAS, the joint use of facilities provides better utilization of school buildings, athletic facilities, parks, beaches, and other recreation areas, and avoids duplication of facilities;

WHEREAS, it is the desire of the City and the District that the costs of such use and services to the taxpayers of the City and the District be without financial profit to either the City or the District, and that such costs be consistent with the effective administration of the affairs of the City and the District;

WHEREAS, the City's mission is to enhance the quality of life through outstanding service to its diverse community; and

WHEREAS, the District's mission is to ensure that every student graduates and has the ability to succeed in a global community.

NOW, THEREFORE, in consideration of which and other valuable consideration the City and the District do mutually agree to cooperate with each other as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to promote the health and general welfare of the community and contribute to the attainment of the general recreational, educational, and cultural objectives for children and adults within the community by the joint use of school buildings, athletic facilities, parks, beaches, and other recreation areas, and the avoidance of duplication of facilities.

2. **Public Purpose.** The City and the District have determined that the provisions of this Agreement are for a public purpose and in the furtherance of the public purposes of the City and the District.

3. **Definitions.** For the purpose of this Agreement the following terms and phrases shall have the following definitions and meanings:

"Board of Education" shall mean the Board of Education of the Oceanside Unified School District.

"City Property" shall mean and include, but not be limited to, the real property, parks, playgrounds, athletic facilities, pools, community centers, park and recreation facilities, other indoor or outdoor public areas owned by the City where recreation activities may take place, and related parking lots.

"City Sponsored Events" shall mean any event, proceeding, program or activity organized, promoted, conducted or supported by the City, for the purpose of community recreation and/or education, but shall not include events by outside sports organizations, including but not limited to Pop Warner, Little League, etc. that are not directly sponsored by the City.

"District Property" shall mean and include, but not be limited to, the real property, school buildings, athletic facilities, parks, playgrounds, theaters, gymnasiums, similar indoor and outdoor facilities owned by the District where recreation activities may take place, and related parking lots.

"District Sponsored Events" shall mean any event, proceeding, program or activity organized, promoted, conducted or supported by the District for the purpose of community recreation and/or education.

"Owner" shall mean the party, either the City or the District that owns the property or facility.

"User" shall mean the party, either the City or the District or their respective sponsored groups, entities and agencies that are using the Owner's property or facility.

4. **Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.

5. **Term of Agreement.** The term of this Agreement shall be for a period of one (1) year, commencing on June 1, 2024 and expiring on May 31, 2025, unless otherwise terminated earlier pursuant to the provisions of this Agreement.

5.1 **Renewal of Term.** Provided that this Agreement is in full force and effect and has not been earlier terminated pursuant to the provisions of this Agreement, staff of the City and the District shall agree to convene prior to the expiration of the term hereof, to discuss the terms and conditions for the renewal or extension of this Agreement. Any renewal or extension of the term of this Agreement must be in writing and approved by the City Council and the Board of Education.

6. **Cooperation.** The City and the District hereby agree to cooperate in coordinating programs and activities, including maintenance schedules, conducted on all of their respective properties and in all of their respective properties and facilities as listed on Exhibit "A" ("City Property") and Exhibit "B" ("District Property"), attached hereto and incorporated herein by reference, together with any and all future properties and facilities which may be acquired or constructed by either party and added to the scope of the exhibits by joint written agreement of the parties without a formal amendment to this Agreement by the City Council and the Board of Education

6.1 **Modernization of Property.** The parties agree that modernization and construction are possible at some of the sites listed in the exhibits. In the event a site listed in either Exhibit "A" or Exhibit "B" undergoes modernization and is unavailable for use under this Agreement, the Owner of such site agrees to notify the other party as soon as practicable, that the site will be unavailable for use under this Agreement. No Owner shall be considered in breach of this Agreement for undertaking any modernization that the

Owner, under its sole discretion, deems necessary and which results in non-use of the site during construction.

7. General Use.

7.1 Joint Use Committee. A joint use committee (the "Joint Use Committee") shall be established and composed of a panel of a minimum of four (4) members with an equal number of members from each party hereto. Members representing the City shall be appointed by the City's Parks and Recreation Director and members representing the District shall be appointed by the District's Superintendent or designee, or their respective counterparts. Dependent on annual renewals of the Agreement, the chair of the Joint Use Committee shall rotate on an annual basis with a City representative serving the first year and a District representative serving the second year, and so forth. The chair shall be elected by a simple majority of the members of the Joint Use Committee. The Joint Use Committee shall convene at least twice annually, or as often as the Joint Use Committee shall deem necessary, to review matters governed by this Agreement.

7.2 Priority of Use. The City and the District hereby grant to each other priority in the use and occupation of the respective properties listed on Exhibit "A" and "B" for the purposes and on the terms and conditions stated in this Agreement.

7.2.1 In scheduling the use of the City's Property, the City and City Sponsored Events shall have first priority. District Sponsored Events shall have second priority. All other events by other groups, entities, or agencies shall have third priority.

7.2.2 In scheduling the use of the District's Property, the District and District Sponsored Events, shall have first priority City Sponsored Events shall have second priority. All other events by other groups, entities and agencies shall have third priority.

The parties agree to abide by the above-stated priorities for dates and times available for any requested site. However, no prior reservation by any entity will be cancelled in order to accommodate a higher priority entity seeking to make a later reservation.

Events on District property held by entities that are not directly City sponsored should be booked directly with the District.

8. Facilities Requests. The City and the District agree to submit requests for use of each other's facilities through each Owner's online facility use reservation portal system. Each party will ensure a process is in place to acknowledge the other party's priority within these facilities reservation portals and to ensure no fees are charged.

8.1 Compliance with Law. The use of District Property shall be in accordance with regular procedures as established by the District in granting requests for use of District facilities, pursuant to Chapter 10 of Part 7 of Division 1, title 1, Section 10900, *et seq.*, of the Education Code of the State of California and the policies, rules and regulations of the Board of Education. No portion of this Agreement shall require or allow use of District Property contrary to the Civic Center Act (Education Code Section 38130, *et seq.*); for Community Recreational Use Programs (Education Code Section 10900, *et seq.*) Article 9, Section 6 of the California Constitution, or other laws governing school property.

8.2 Statement of Information. The City agrees to require the Statement of Information, specified by Education Code Section 38136, from individuals, societies, groups, or organizations making recreational use of the facilities on District Property, supervised by the City. Use of District property will be in compliance with all applicable

laws, ordinances, rules and regulations of any public authority, as now or hereafter enacted or amended, as they relate to or affect the District Property or its use thereof.

8.3 Use of City Property. The use of City Property shall be in accordance with applicable laws and regulations of the State of California and the City. Use of City Property will be in compliance with all applicable laws, ordinances, rules and regulations of the City and any public authority, as now or hereafter enacted or amended, as they relate to or affect the use of the City Property, or its use thereof.

8.4 Hours of Availability for School Sites. Without impacting the City's obligation to reserve use of the relevant school sites via the online portal process described in Section 8 of this Agreement, the District has identified that in a general sense, and only as in compliance with its Board Policy and Administrative Regulations (1330,1330.1,1330.2) the District's school sites that house students daily should be available for reservation and use pursuant to this Agreement from 3:30 pm until sunset on weekdays during the summer months and other breaks when school is not in session, from 30 minutes after school dismissal until sunset on weekdays when school is in session and from 7:00 am until sunset on weekends and holidays.

8.5 Hours of Availability for School Sites in Exhibit "D". Without impacting the City's obligation to reserve use of the relevant school sites via the online portal process described in Section 8 of this Agreement, the District has identified that in a general sense, and only as in compliance with its Board Policy and Administrative Regulations (1330,1330.1,1330.2) the District's school sites identified in Exhibit "D" will be available for reservation to the City for City Sponsored Events, including outside sports organizations, from 3:30 pm until sunset on weekdays during the summer months and other breaks when school is not in session, from 30 minutes after school dismissal until sunset on weekdays when school is in session and from 7:00 am until sunset on weekends and holidays. The District agrees that during times that the City has use of District sites, the City may charge outside sports organizations fees in accordance with the City of Oceanside Consolidated Fees, Taxes, and Assessment Schedule. Such fees shall be levied and collected by the City, and shall remain the property of the City.

8.6 Hours of Availability for Gymnasiums and Stadium Sites in Exhibit "D". Without impacting the City's obligation to reserve use of the relevant school sites via the online portal process described in Section 8 of this Agreement, the District has identified that in a general sense, and only as in compliance with its Board Policy and Administrative Regulations (1330,1330.1,1330.2) the District's gymnasiums and stadiums identified in Exhibit "D" will be available for reservation to the City for City Sponsored Events, excluding outside sports organizations, for the schedule identified in Exhibit "D".

9. Installation of Equipment, Facilities, or Improvements. The District and the City agree that User may install sprinkler systems, turf, lighting, fencing, and equipment that is not in conflict with Owner's use on areas selected by the User upon prior written approval by the Owner of the location, plans, and specifications for the placement of all such equipment, facilities, and permanent improvements upon Owner's property, which approval shall not unreasonably be withheld. District and City agree not to permit the storage of any equipment belonging to a third-party on Owner's property.

9.1 Cost of Improvements. Any installation of equipment or construction on Owner's property for community recreational purposes shall be at User's cost or proportionally

shared by the User and the Owner if mutually agreed upon in writing. The cost of maintaining such improvements and facilities shall be borne proportionately by the User and the Owner as determined by the relative use of the facilities.

9.2 Use, Maintenance, and Payment Agreement. Prior to the construction of any facilities on Owner's property, User shall enter into a separate agreement, which shall be an addendum to this Agreement, regarding use, maintenance, and payment for the facilities. Both District and City agree to maintain such facilities and their surrounding areas in good condition during the period of their respective use whether as Owner or User.

9.3 Removal of Property. The Owner may request that a User remove its property from the Owner's premises with a written request delivered pursuant to Section 20 hereof. The User shall remove the property no later than five (5) working days after the issuance of the written notice.

9.4 Removal of Personal Property and Improvements. It is agreed that all User owned personal property, as well as other improvements erected in or upon any Owner property (even though they may be attached to the realty), may be removed by the User upon ten (10) days written notice to Owner, unless otherwise agreed to in the addendum to this Agreement referenced in Section 9.2 above. User shall also see that any such removal of property if affected before the expiration of the term of this Agreement and that all damage caused to Owner's property by such removal shall be repaired by User to the reasonable satisfaction of the Owner. It is further agreed that the District and the City shall have the same rights and obligations concerning the use of the other's facilities.

10. Supervision. User shall provide an adequate number of competent personnel to supervise all activities on Owner's property. However, Owner may reject an employee or representative of User if it determines in its sole discretion that such employee or representative lacks proficiency or skill. Prior to exercising that discretion, Owner shall provide reasonable notice and afford User an opportunity to correct the situation. In no event shall Owner be responsible or liable for User's failure to provide adequate or competent supervision of activities, except to the extent caused by the sole, active, and exclusive negligence or willful misconduct of the Owner or its employees, officers and agents.

11. Enforcement. User shall have responsibility for providing adequate supervision and for enforcing all rules, regulations, and ordinances governing the use of the Owner's property.

12. Supplies. User will furnish and supply all expendable materials necessary to carry on community programs for all areas while using Owner's property, unless otherwise mutually agreed upon.

13. Maintenance of Property. User agrees to exercise care in the use of and to repair any damage to Owner's property which occurs while utilizing the facilities of Owner, except for damage arising from ordinary wear and tear. User shall promptly report to Owner any defects discovered on Owner's property or the facilities contained thereon.

13.1 Trash Disposal. User shall during the time of its use keep Owner's property and facilities in neat order; and shall ensure all trash, refuse, garbage, and debris of any kind is disposed of properly in the appropriate receptacles. Owner shall provide a sufficient number of receptacles in the area for trash disposal; and shall post signs designed to prohibit littering. In addition, User shall, during the time of its use, systematically and

periodically inspect facilities on Owner's property and report any concerns pursuant to the Notice provision herein.

13.2 Inspection of Property. The City and the District or their representative shall have the right to enter upon their respective properties and facilities that are being used by the other party or its Users pursuant to this Agreement for the purpose of examining, inspecting, and determining whether City or District has complied with the obligations enumerated in this Agreement, including care and maintenance, as well as repair or improvement of the Owner's property when necessary.

13.3 Mance Buchanan Park and Martin Luther King, Jr. Middle School. Notwithstanding anything to the contrary contained in this Agreement, City and District agree to perform maintenance and other duties at Mance Buchanan Park and Martin Luther King, Jr. Middle School as set forth in the schedule marked Exhibit "C", attached hereto and incorporated herein. Should a party to this Agreement be unable to fulfill its responsibilities under Exhibit "C" for any reason, including but not limited to, financial hardship, it shall in good faith notify and work with the other party to fulfill its responsibilities to the extent feasible.

13.4 Minimum Maintenance and Usability Standards. Owner is responsible for ensuring that facilities, including swimming pools, gymnasiums, and fields, are maintained at a level that ensures the safe use of their facilities. If User notifies Owner of maintenance issues that impact the safe use of a facility, the Owner will endeavor to complete or schedule maintenance to address deficiencies in a timely manner.

13.5 Enhanced Maintenance. In exchange for additional access to the District Property identified in Section "B" of Exhibit "D" the City will purchase materials and supplies in an amount not to exceed \$25,000.00 annually for the purpose of providing enhanced maintenance to those District fields. The City and District will coordinate procurement and delivery of materials and supplies. The City reserves the right to determine the materials and supplies it will purchase, consistent with its procurement policies, and which sites will receive materials and supplies for enhanced maintenance. District agrees to provide personnel and cover all associated labor costs to provide enhanced maintenance.

14. Payment for Use of Facilities. The City and the District will not charge each other facility reservation or other administrative fee related to reservation or use of any listed site. The City and the District will not charge each other for any costs associated with hourly staffing fees for services of all personnel employed by Owner and required to be present for the safe and proper use of certain facilities, such as lifeguard costs, custodial costs, security costs, performing arts technician costs or security personnel. Owner also agrees not to charge User any additional fees, including but not limited to processing fees or other fees not directly related to expenses incurred by the Owner for User's use of Owner's property.

15. Assignment. Neither the City nor the District shall sell, assign, or sublease its rights under this Agreement without the prior written consent of the other party. Consent to an assignment in one instance shall not be a waiver of the right to withhold consent to a subsequent request.

16. Default. Failure of any party to comply with any term or condition or fulfillment of any obligation of this Agreement within thirty (30) days after written notice and request for cure from the other party shall constitute a default. Such written notice shall specify the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30)

day period, the defaulting party shall be deemed to have cured the default if it commences correction of the default or failure within the thirty (30) day period or thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as reasonably practicable.

16.1 Minor Defaults. Defaults caused by failure to clean, repair, maintain, and secure are deemed minor and will be referred for immediate resolution to the District Administrator for defaults affecting District Property and the City's Real Property Manager for defaults affecting City Property.

17. Indemnification. Insofar as it is legally authorized, User will at all times protect, indemnify, and defend Owner against any and all loss, cost, damage, or expense arising from any accident or other occurrence to persons or property on or about Owner's property which occur while User has control of Owner's property to the extent caused by or arising from any act or omission of User, or any of its employees, officers and agents, except to the extent caused by the sole, active, and exclusive negligence or willful misconduct of the Owner or its employees, officers and agents.

17.1 Indemnity by City. Insofar as it is legally authorized, the City shall hold free and harmless, indemnify and defend, District, members of the Board of Education, the District's employees, officers and agents, and each of them, while acting as such, from all claims, loss, damages, costs, expenses, or liability which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of any defective or dangerous condition of any grounds, sites, buildings, equipment, play areas, recreation facilities, or other improvements located on City Property, or participation in any activity carried out or sponsored by the City, and further, the City shall be responsible for any and all damages to property caused as a direct result of any City Sponsored Event being conducted on District Property by the City. However, the City shall not indemnify the District if the District's sole, active, and exclusive negligence or willful misconduct is the cause of any claim, demand, cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss, or liability.

17.2 Indemnity by District. Insofar as it is legally authorized, the District shall hold free and harmless, indemnify and defend, the City, members of the City Council, boards or commissions, the City's employees, officers, and agents, and each of them while acting as such, from all claims, loss, damages, costs, expenses or liability, which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of any defective or dangerous condition of any grounds, sites, buildings, equipment, play areas, recreational facilities or other improvements located on District Property, or participation in any activity carried out or sponsored by the District, and further, the District shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on City Property by the District. However, the District shall not indemnify the City where the City's sole, active and exclusive negligence or willful misconduct is the cause of any claim, demand, cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.

18. Financial Responsibility. Each party shall carry adequate property damage and public liability insurance or be otherwise financially responsible in an amount sufficient to reasonably protect the Owner's property, facilities and activities set forth in this Agreement against claims, demands, causes of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss, or liability. All insurance companies affording coverage pursuant to this agreement shall add the City

or the District, as applicable, as "additional insured" under the designated insurance policy for all activities contemplated by this Agreement. Each party shall furnish the other party with proof of such financial responsibility on or before June 1st of each year during the term of the Agreement. Nothing in this provision shall prohibit the City or the District from being self-insured.

19. **Dispute Resolution.** The parties shall first attempt to resolve any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof. If the matter is not resolved by negotiation within 30 calendar days, the parties shall submit the matter to mediation conducted by a mediator mutually agreed upon in writing by the parties, the cost of which shall be borne equally by the parties. No suit shall be brought related to this Agreement unless all statutory government claims filing requirements have been met.

20. **Notice.** Any notice required or permitted under this Agreement shall be deemed given when actually delivered or when deposited in the mail, certified postage prepaid, addressed as follows:

To the City:

City Manager
City of Oceanside
300 N. Coast Highway
Oceanside, California 92054-2824

To the District:

Associate Superintendent of Business Services
Oceanside Unified School District
2111 Mission Avenue
Oceanside, California 92058-2326

21. **Termination of Agreement.** This Agreement may be terminated by either party for any reason upon at least a ninety (90) day prior written notice to the other party.

22. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements and understandings, whether oral or written.

23. **Amendments.** This Agreement may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except by an agreement in writing signed by the parties hereto.

24. **Agreement Binding.** This Agreement shall inure to the benefit of and be binding upon the parties signing and their respective successors.

25. **Governing Law and Venue.** The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California, and venue shall be in San Diego County.

26. **Partial Invalidity.** The provisions of this Agreement are severable. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect.

27. **Counterparts.** This Agreement may be executed in counterpart, all of which when put together shall constitute one and the same document.

28. **Headings.** Any headings preceding the text of the several Articles and Sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of the Agreement, nor shall they affect its meaning, construction or effect.

THIS JOINT USE AGREEMENT is executed by the duly authorized representatives of the Oceanside Unified School District and the City of Oceanside as of, but not necessarily on, the Effective Date hereof, by setting hereunto their signatures on the day and year respectively written herein below.

CITY OF OCEANSIDE

OCEANSIDE UNIFIED SCHOOL DISTRICT

By: _____
Jonathan Borrego, City Manager

By: _____
Dr. Andrea Norman, Associate Supt., Bus. Svcs.

APPROVED AS TO FORM:

By:  _____
Barbara Hamilton, Assistant City Attorney

**EXHIBIT "A"
CITY PROPERTY**

1. ALAMOSA PARK Mesa Drive & Alamosa Drive	18. LIBBY LAKE COMMUNITY CENTER 4700 North River Road
2. BEACH PIER AMPHITHEATER 200 North Strand	19. LIBBY LAKE PARK 424 Calle Montecito
3. BROOKS STREET SWIM CENTER 130 Brooks Street	20. LION'S CLUB (JOHN FRENZEL) PARK Cassidy Street and Broadway
4. BUCCANEER PARK 1506 South Pacific Street	21. LUISENO PARK 1069 Teal Way
5. BUDDY TODD PARK Mesa Drive & Parnassus Circle	22. MANCE BUCHANON PARK 425 College Boulevard
6. CAPISTRANO PARK 770 Capistrano Drive	23. MARLADO HIGHLANDS PARK Rivertree Drive and Southwood Drive
7. CESAR CHAVEZ PARK Division Street	24. MARSHALL STREET SWIM CENTER & PARK 1404 Marshall Street
8. WILLIAM WAGNER AQUATICS CENTER 3306 Senior Center Dr.	25. MARTIN LUTHER KING, JR. PARK 4300 Mesa Drive
9. FIRESIDE PARK Fireside Drive & Parkside Street	26. MELBA BISHOP ROAD PARK & RECREATION CENTER 5306 North River Road
10. HERITAGE PARK & MUSEUM 500 Peyri Road	27. OAK RIPARIAN PARK 4625 Lake Boulevard
11. IVEY RANCH PARK 4101 Mission Avenue	28. OCEANSIDE SENIOR CITIZENS CENTER 455 Country Club Lane
12. JOE BALDERRAMA PARK & CENTER 709 San Diego Street	29. PALISADES PARK Rancho Del Oro Drive and Carnegie Drive
13. JOHN SEPULVEDA PARK Sherbourne Drive	30. RANCHO DEL ORO PARK College Boulevard and Avenida Empressa
14. JOHN LANDES PARK AND RECREATION CENTER 2855 Cedar Road	31. RON ORTEGA RECREATION PARK Brooks Street and Maxson Street
15. JOSEPH CARRASCO PARK Skylark Drive	32. SPRING CREEK PARK Melrose Avenue and Old Ranch Road
16. JUNIOR SEAU BEACH COMMUNITY CENTER 300 North Strand	33. SUNSHINE BROOKS THEATER 217 North Coast Highway
17. LAKE PARK 4970 Lake Boulevard	34. WOMAN'S CLUB PARK Mission Avenue and Brooks Street

EXHIBIT "B"
DISTRICT PROPERTY

1. CESAR CHAVEZ MIDDLE SCHOOL (6-8) 202 Oleander Drive (92057)	11. MC AULIFFE ELEMENTARY (K-5) 3701 Kelton Drive (92056)
2. DEL RIO ELEMENTARY (K-5) 5200 N. River Road (92057)	12. MISSION ELEMENTARY (K-5) 2100 Mission Ave (92058)
3. EL CAMINO HIGH SCHOOL (9-12) 400 Rancho del Oro Dr. (92057)	13. NICHOLS ELEMENTARY (K-5) 4250 Old Grove Road (92057)
4. FOUSSAT ELEMENTARY (K-5) 3800 Pala Road (92058)	14. NORTH TERRACE (K-8) 141 SANTA ROSA DR. (92058)
5. IVEY RANCH ELEMENTARY (K-5) 4275 Via Rancho Road (92057)	15. OCEANSIDE HIGH SCHOOL (9-12) 1 Pirates Cove (92054)
6. JEFFERSON MIDDLE SCHOOL (6-8) 823 Acacia (92058)	16. PABLO TAC ELEMENTARY (K-5) 3535 Hacienda Drive (92054)
7. KING MIDDLE SCHOOL (6-8) 1290 Ivey Ranch Road (92057)	17. PALMQUIST ELEMENTARY (K-5) 1999 California St (92054)
8. LAUREL ELEMENTARY (K-5) 1410 Laurel Street (92058)	18. SOUTH OCEANSIDE ELEMENTARY (K-5) 1806 S. Horne Street (92054)
9. LIBBY ELEMENTARY (K-5) 423 W. Redondo Drive. (92057)	19. SURFSIDE EDUCATIONAL ACADEMY 1125 S. Ditmar Street (92058)
10. LINCOLN MIDDLE SCHOOL (6-8) 2000 California Street (92054)	

EXHIBIT "C"
**MAINTENANCE OF MANCE BUCHANON PARK AND
MARTIN LUTHER KING, JR. MIDDLE SCHOOL AND TRASH PICK UP SITES**

A. Mance Buchanan Park

1. **Services Provided by the City.** The City shall provide the following services:
 - i. Mowing and edging of all turf grass.
 - ii. Fertilization.
 - iii. Irrigation maintenance and repair, including controller programming.
 - iv. Evaluate and correct any hazards.
 - v. Trash pickup and removal on non-school days. The City shall empty trash cans prior to the start of the first school day of the week.

2. **Services Provided by the District.** The District shall provide the following services:
 - i. Trash pickup daily at all areas that are being used by students, including soccer fields, tennis courts, parking lot, landscape planters, hardscape.
 - ii. Adult supervision 30 minutes prior and 30 minutes after any and all sessions where students arrive and leave school grounds through the park.
 - iii. Restrict use of tennis courts to tennis activities only.

B. Martin Luther King, Jr. Middle School

1. **Services Provided by the City.** The City shall provide the following services:
 - i. Maintain all baseball field lighting.
 - ii. Maintain infield one time per year
 - iii. Daily trash pickup during City use. District would maintain trash at all other times City is not using field.
 - iv. Maintenance of the backstop, bleachers, dugouts, benches and trash cans within field area.

2. **Services Provided by the District.** The District shall provide the following services:
 - i. Mowing and edging of all turf grass.
 - ii. Evaluate and correct any hazards within the playing area.
 - iii. Provide access to the City to maintain lighting and any areas the City is responsible for.
 - iv. Watering and all associated irrigation monitoring, repairs, etc., at site.
 - v. Maintain outside perimeter fencing.

C. Additional Trash Pickup

The City and the District agree to cooperate in ensuring that trash and other debris are controlled at the following sites. The City agrees to assign maintenance staff to clear trash at the following sites on a weekly basis.

1. Lincoln Middle School
2. Martin Luther King, Jr. Middle School
3. Cesar Chavez Middle School
4. Ivey Ranch Elementary School
5. McAuliffe Elementary
6. South Oceanside Elementary

EXHIBIT "D"
ACCESS TO FACILITIES

This Exhibit "D" may be amended by joint written agreement of the parties without a formal amendment to this Agreement by the City Council and the Board of Education.

A. District Access to City Facilities. The District will have access to the following:

1. Approximately 725 hours of pool time at William Wagner Aquatic Center, Brooks Street Swim Center, and Marshall Swim Center.
2. Approximately 145 hours of use at community centers, including the Country Club Senior Center and the El Corazon Event Center. A maximum of twenty (20) dates may be scheduled at the El Corazon Events Center.
3. The District understands and agrees that Oceanside Kitchen Collaborative (OKC) is the preferred caterer on-site at the El Corazon Event Center and must be used by the District for any catering services at that location. Should the District choose to decline the services of OKC, the District will be required to pay an opt-out fee.
4. The District may host no more than five (5) thirty (30) meter stadium setup contests per season. For example, the District may schedule two (2) Oceanside High School, two (2) El Camino High School, and one (1) joint contest per season.
5. The City shall make every effort to allocate time as requested by District, but the City will have final determination of exact time to ensure the City can maximize the revenue opportunities of the Aquatic Centers. Unless arranged in advance and approved by City staff, District teams are required to host their competitions during their allocated practice time (additional time can be requested for competitive regulation contests, including thirty (30) additional minutes for water polo matches and one (1) additional hour for swim meets). City staff will work with District staff to accommodate additional times should District teams advance to postseason play.

Facility	Season	Days	Times
Brooks Street (Maximum Polo tank + 8 lanes)	Fall/Winter (Men's and Women's Water Polo)	Monday – Friday	Two (2) hours per team between 4:00- 9:00 pm
William Wagner (Maximum 16 lanes)	Fall/Winter (Men's and Women's Water Polo)	Monday – Friday	Two (2) hours per team between 4:00- 9:00 pm
Brooks Street or Marshall (Full Pool)	Spring (Men's and Women's Swim)	Monday – Friday	Two (2) hours per team between 4:00- 9:00 pm
William Wagner (Maximum 10 lanes)	Spring (Men's and Women's Swim)	Monday – Friday	Two (2) hours per team between 4:00- 9:00 pm
El Corazon Events Center	September - June	Monday – Friday	Maximum of 20 event dates

B. City Access to District Sites. The City will have access to five (5) District sites as follows:

1. The City will have access for City Sponsored Events, including permitting and collecting fees in accordance with the City of Oceanside outside sports organization fees in accordance with the City of Oceanside Consolidated Fees, Taxes, and Assessment Schedule during times that the City has use of these five (5) sites. Such fees shall be levied and collected by the City, and shall remain the property of the City.
2. The following sites will be available to the City from 3:30 pm until sunset on weekdays during the summer months and other breaks when school is not in session, from 30 minutes after school dismissal until sunset on weekdays when school is in session and from 7:00 am until sunset on weekends and holidays: Jefferson Middle School, Martin Luther King, Jr. Middle School, Lincoln Middle School, Surf Side Educational Academy, and South Oceanside Elementary.
3. The City will work with the District to ensure that after-school programming maintains access to fields.
4. The City will have access to permit approximately 485 hours for use by outside sports organizations.

C. City Access to District Gymnasiums and Stadiums. Subject to the table below, the City will have access to District gymnasiums and stadiums as follows:

1. The City can schedule approximately 825 hours of City Sponsored Events, excluding outside sports organizations, at District stadium fields at El Camino High School and Oceanside High School.
2. The City can schedule approximately 465 hours of City Sponsored Events, excluding outside sports organizations, at District gymnasiums at El Camino High School, Oceanside High School, and Martin Luther King, Jr. Middle School.
3. City Sponsored Events can be organized and conducted by City staff or independent contractors.

Facility	Season	Days	Times
El Camino High School (ECHS) Gym	Fall, Winter, Spring	Saturdays	8:30 am-3:30 pm
Oceanside High School (OHS) Gym	Fall, Winter, Spring	Saturdays	8:30 am-1:00 pm
ECHS Gym	Fall, Winter, Spring	Sundays	8:30 am-3:30 pm
OHS Gym	Fall, Winter, Spring	Sundays	8:30 am-3:30 pm
Martin Luther King, Jr. Middle School (MLK)	Fall, Winter, Spring	Tuesdays & Thursdays	6 pm-9 pm
MLK Multi-Purpose Room	Fall, Winter, Spring	Saturdays	8:30 am-3:30 pm
ECHS Stadium	Winter & Spring	Saturday Mornings	8 am-12 pm
ECHS Stadium	Fall, Winter, Spring and Summer	Sundays	8 am-6 pm (Maximum 8 hours)
OHS Stadium	Fall, Winter, Spring and Summer	Sundays	8 am-6 pm (Maximum 8 hours)