

**Joint Use Agreement
Between
the City of San Luis Obispo
and the San Luis Coastal Unified School District
for the Joint Use of Facilities and the Provision of Programs**

This Joint Use Agreement herein referred to as "Agreement" is made this 17th of December 2002, between the City of San Luis Obispo (City) and the San Luis Coastal Unified School District (District). This Agreement supercedes any existing agreements between the City and the District pertaining to joint use of facilities.

I. Authority

1.1 The City and District are authorized under the authority of California Government Code Section 6500 et seq., to provide any services jointly for which each may be individually responsible. Under such authority, the parties to the Agreement may designate any one of the parties as the agency to administer the program and exercise such powers as may be therein specified.

1.2 The District and City are authorized under California Education Code Section 10900, et seq., to promote and preserve the health and general welfare of the people of the State of California by providing adequate programs for community recreation. The District and City are further authorized to organize, promote, and conduct programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults of the State.

II. Purpose

2.1 The District has previously made property available to the City on which recreational facilities have been developed. A number of agreements have previously governed these transactions. It is in the best interest of the agencies to consolidate these agreements into a single Joint Use Agreement.

2.2 The City has a continuing need for additional recreational facilities, specifically sports fields, playgrounds, gymnasiums, classrooms, and multipurpose rooms, which can be partially met using District facilities when not being used for District purposes.

2.3 The District has a continuing need for athletic facilities, specifically a baseball stadium, tennis courts, and a swim center, not available on District school sites, which can be met using City facilities when not being used for City purposes.

2.4 By policy of the Board of Education, the District has designated one room at each elementary school as being available for childcare services.

2.5 The City is committed to providing quality, affordable, and available childcare to City residents.

III. Length of the Agreement and Provisions to Amend

- 3.1 This Agreement shall remain in effect for a period of five (5) years.
- 3.2 This Agreement may be extended annually for an additional year by mutual agreement of both parties to the Agreement.
- 3.3 This Agreement may be amended annually by mutual agreement of both parties to the Agreement.
- 3.4 Representatives from both agencies agree to meet between May 1 and May 31 annually, to discuss the state of the Agreement. City staff shall be responsible for facilitating that meeting.
- 3.5 In the event that the District wishes to cancel this Agreement to reacquire the Throop Park and Sinsheimer Park sites, the District agrees to compensate the City for the cost of the site improvements, based upon their current replacement values.

IV. Joint Use Facilities

Identified on the map listed as Exhibit A to this Agreement

- 4.1 Athletic Fields: Bishop's Peak/Teach, Hawthorne, Los Ranchos, Pacheco, Sinsheimer and C.L. Smith elementary schools, Taylor Field, Laguna Middle School, and Silvera Field.
- 4.2 Elementary school multipurpose rooms-gymnasiums: Hawthorne, Los Ranchos, Sinsheimer, C.L. Smith and Pacheco schools.
- 4.3 Sinsheimer Park: Baseball stadium, Stockton Field, swim center, and tennis courts.
- 4.4 Gymnasiums: Laguna Middle School gym and annex, San Luis Obispo High School small gymnasium, and Taylor Gymnasium.
- 4.5 Childcare rooms: Bishop's Peak/Teach, Hawthorne, Pacheco, Sinsheimer, C.L. Smith elementary schools.
- 4.6 Throop Park.

V. Manner of Operation of the Agreement

- 5.1 The City shall have second priority use of the District's Joint Use Facilities, after District programs. The District shall have second priority use of City Joint Use Facilities, after City programs.

5.2 Each agency shall submit to the other a schedule of facility needs by August 1 of each year, covering a twelve (12)-month period beginning the following September 1.

5.3 Both agencies reserve the right to change the approved facility use schedule for their own program needs. The agencies agree to make a good faith effort to alter the schedule as little as possible and to promptly notify the other of changes.

5.4 The agencies agree to designate and make known a single point of contact individual to be responsible for facility scheduling.

5.5 The District shall use the athletic facilities in Sinsheimer Park, specifically the baseball stadium, tennis courts, swim center, and Throop Park, without a charge for maintenance, repair, or utilities. This is in consideration of the District making the land available on which these facilities are constructed. The District shall assume the cost and responsibility for staffing District activities in these facilities to the satisfaction of the City.

5.6 The City will pay the costs of utilities, maintenance, clean-up, and repair for the use of District facilities. When it is necessary for the District to provide staff to open, supervise, and close facilities, the City will pay those costs. Those costs can be avoided by the City in certain instances by providing staff to open, supervise, and close facilities to the satisfaction of the District. The District will determine when this action is appropriate. Any additional expense, such as keys, will be the responsibility of the City.

5.7 The costs of utilities, maintenance, and repair will be agreed upon annually by both parties, and incorporated into this Agreement as Exhibit B.

5.8 The District or City may, upon advance request, grant approval of exchange use of mechanical equipment required for grounds maintenance.

5.9 Additional exchanges of services may be made in lieu of fees as a part of this Agreement, if they are mutually agreed to by the parties.

5.10 The City has supplied a portable athletic floor for use in Taylor Gym. It will remain in place as long as the District's use of the facility allows the City a reasonable amount of use of the facility.

5.11 The City will consult with the District before making any improvements to Sinsheimer Park or Throop Park.

5.12 The City will develop, maintain and repair Sinsheimer Park.

5.13 The City will develop, maintain and repair Throop Park.

5.14 In the event that it is mutually agreeable that the City offer programs previously offered by the District or generally offered by school districts, there shall not be a fee to the City for the use of facilities needed for the program.

5.15 Prior to May 1 of each year, the City Aquatic Supervisor will convene a scheduling meeting for the next school year that will include representatives of the San Luis Obispo High School Aquatic Teams and the San Luis Obispo Sea Hawks Swim Club. The Aquatic Teams and Swim Club acknowledge that they are mutual benefit organizations, with the success of either dependent upon the success of both. As such, they agree to cooperate in establishing a swim schedule that focuses on best meeting the needs of the participants in the two programs. In the unlikely event of an impasse, the Aquatic Supervisor will make the final decision on the swim schedule.

VI. Program Agreements

6.1 The City is designated to be a provider of childcare services at all elementary school campuses of the District within the City limits.

6.2 The City agrees to operate quality affordable childcare programs on each elementary school campus within the District where appropriate.

6.3 Students Taking Active Responsibility (STAR) is acknowledged as an intervention program mutually founded by the City and the District. The City agrees to operate the STAR program at all District elementary school campuses where it is deemed feasible. The District agrees to support the educational component of the program. STAR is considered a second priority program, to be allocated space after school needs have been met.

6.4 The City may offer other recreation programs on District sites, as a second priority user, and paying the appropriate use fees. This may include programs for preschoolers, adults, and senior citizens.

VII. Liability and Indemnification

7.1 The City agrees to defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the City's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of City, and its agents, officers or employees, arising out of this Joint Use Agreement; provided, however, that City's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the District, its agents, officers or employees.

7.2 The District agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the District's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the District, and its agents, officers or employees, arising out of this Joint Use Agreement: provided, however, that the District's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees

7.3 Each party to this Agreement shall make the other party an additional insured on its public liability and property damage insurance for the purpose of this Joint Use Agreement.

VIII. Authority

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and District do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:



City Clerk, Lee Price

CITY OF SAN LUIS OBISPO
A Municipal Corporation



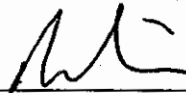
Mayor, David F. Romero

APPROVED AS TO FORM:



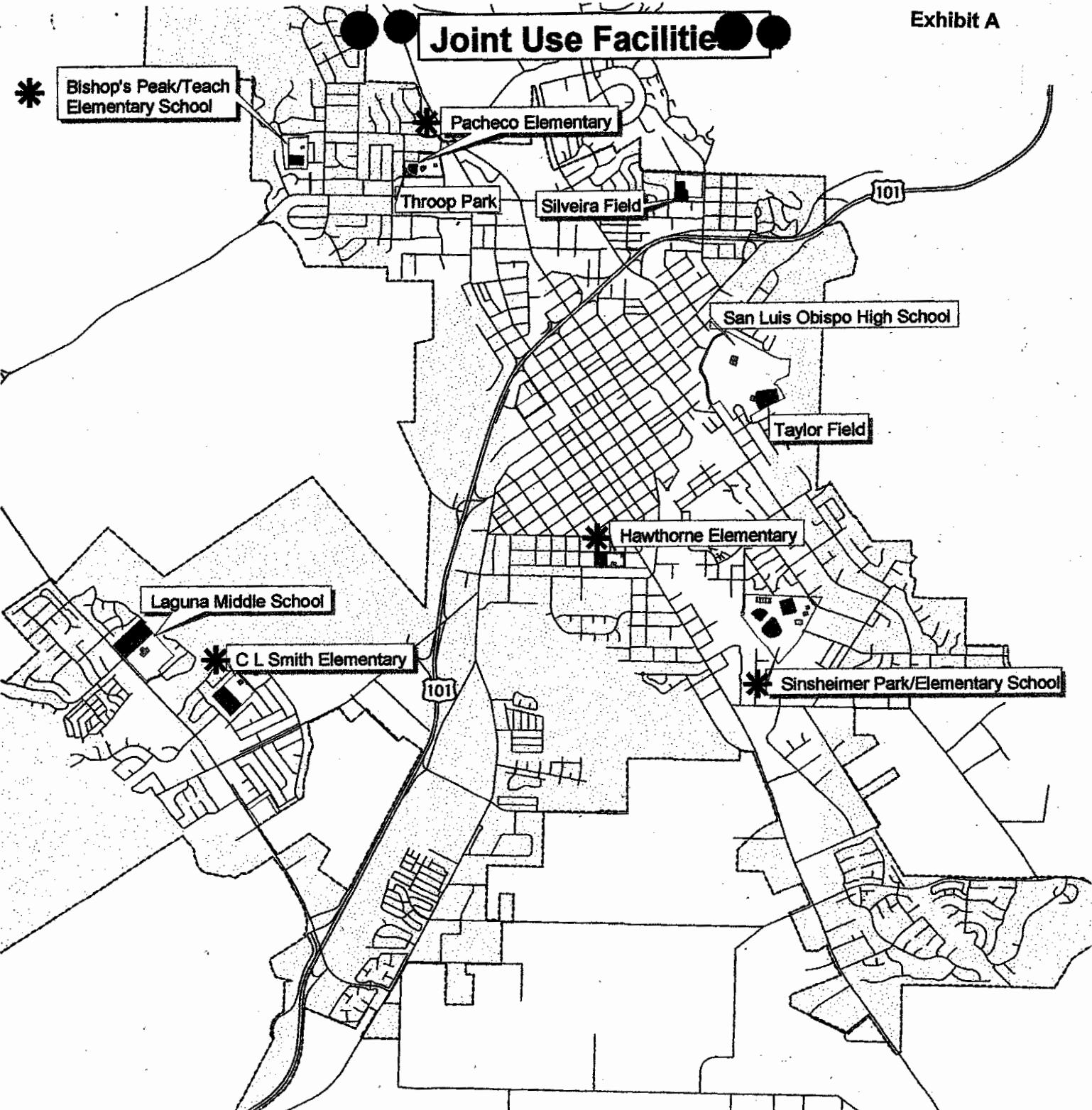
City Attorney

SAN LUIS COASTAL UNIFIED SCHOOL
DISTRICT



Assistant Superintendent of Business Services,
Russell Miller

Joint Use Facilities



Joint Use sites

-  child care
-  field
-  gym
-  park
-  pool
-  school
-  tennis courts
-  City limits

 Elementary Schools with joint-use multi-purpose rooms

 Los Ranchos Elementary

Facility Fee Schedule

Building Use (Schedule A)*

Monday – Friday 3 p.m.-10 p.m.; Hawthorne 3-6 p.m. TU-TH, 3-9 p.m. M,W,F School Days

Classroom	\$2.25/hour
Music Room	\$3.25/hour
Dance Studio	\$7.00/hour
Exercise Room	\$7.00/hour
Gymnasium (small)	\$12.00/hour
Gymnasium (large)	\$24.00/hour
Locker Room	\$8.50/hour
Multipurpose Room (small)	\$10.00/hour
Multipurpose Room (large)	\$15.00/hour
Cafeteria	\$10.00/hour
Adult School Multipurpose Room	\$15.00/hour

Building Use (Schedule B)*

Non-school days; M-F when District provides custodial coverage

Classroom	\$26.25/hour
Music Room	\$27.25/hour
Dance Studio	\$29.00/hour
Exercise Room	\$29.00/hour
Gymnasium (small)	\$36.00/hour
Gymnasium (large)	\$48.00/hour
Locker Room	\$32.50/hour
Multipurpose Room (small)	\$34.00/hour
Multipurpose Room (large)	\$39.00/hour
Cafeteria	\$34.00/hour
Adult School Multipurpose Room	\$39.00/hour

*Plus \$7 Permit Processing Fee

Sports Fields/Stadiums*

Fields are marked on school plot plans, but generally include the following:

- > Diamond sports, one developed diamond and one or two adjacent practice areas, if they exist.
- > Field sports, approximately one full size football field (±80,000 sq. ft.).

	Group II Youth	Group II Adult
Per Field	\$10/hr (youth season rate \$2.50/hr)	\$20/hr
Stadium	Based upon actual application	Based upon actual application
Additional for Lights	\$25/hr	\$25/hr

*Plus \$7 Permit Processing Fee

ADDENDUM NO. 1
To Contract #04-77
Joint Use Agreement Between The
City of San Luis Obispo
and San Luis Coastal Unified School District

Addendum No. 1 is supplemental to the Joint Use Agreement (Agreement) between the City of San Luis Obispo (City) and the San Luis Coastal Unified School District (District) for the Joint Use of Facilities and the Provision of Programs dated December 17, 2002. Addendum No. 1 shall be effective as of June 1, 2005, and relates to facilities and programs of the City of San Luis Obispo Parks & Recreation Department (Recreation) and the District and is specific to the matters contained herein. Other than the specifics outlined below, the Agreement remains in full force and effect. The parties agree to the following:

V. Manner of Operation of the Agreement (Revision)

- 5.2 Each agency shall submit to the other a schedule of facility needs by June 1 of each year, covering a 12-month period beginning the following July 1. Requests received after June 1 will be accepted on a space-available basis.

VI. Program Agreements (Additional)

- 6.5 The District recognizes that the City of San Luis Obispo Youth Sports Association (YSA) includes many of the youth sports organizations within the City and provides opportunities for all youth of the area. Therefore, the District has agreed to accept \$20,000 of approved in-lieu field projects annually in full settlement of that year's field use by any YSA member organization. In June of each year, YSA shall provide to the District an up-to-date list of all YSA member sports organizations.
- 6.6 Recreation operates several after-school programs at Laguna Middle School at no charge to the participant for the benefit of District students and the school's athletic program. The District agrees to waive the facility use fees for these programs:
- Program X (daily after-school enrichment program)
 - Intramural Basketball (fall)
 - Cross Country (fall)
 - Golf (spring)
 - Girls Volleyball (fall)
 - Boys Volleyball (spring)
 - Track and Field (spring)
- 6.7 The Joint Use Committee of the City will supplement the annual YSA field improvement project by an additional \$10,000 to any amount contributed to the annual field improvement project of YSA as described in Section 6.5 of this addendum.

IX. Electronic Key System (New)

- 9.1 **Installation** - At the request of City, District has installed an electronic key system for Recreation's access to the following six gymnasiums:
- Hawthorne Elementary
 - Los Ranchos Middle School
 - Pacheco Elementary School
 - Sinsheimer Elementary School
 - C.L. Smith Elementary School
 - San Luis Obispo High School Taylor Gym
- 9.2 **Keys** - The District has issued Recreation one electronic key for each of the above gymnasiums to allow Recreation unassisted access to these District facilities to offer Recreation programs as outlined in the Agreement. To ensure the security of the facilities, no additional keys will be provided.
- 9.3 **Lost Keys** - In the event Recreation loses an electronic key, at the discretion of the District, the facility may be rekeyed at a cost to Recreation of \$250 per site. The loss of keys by Recreation may result in revocation of electronic key privileges at that particular site. This charge is in addition to the annual use fee.
- 9.4 **Facility Use Permit** - It is agreed the electronic keys will only be used when Recreation has an approved Facility Use Permit to utilize the particular District facility.
- 9.5 **City Coverage** - For facilities equipped with the electronic key system, District will not provide personnel coverage for Recreation's activities at times when staff is not already scheduled to be at the facility. Recreation is required to and will provide continual staff coverage of all Recreation's events at these facilities to ensure safety for participants and prevent damage to District property.
- 9.6 **Custodial Services** - District will provide custodial staff to clean the gymnasiums after use by Recreation at no additional cost when District personnel are already scheduled to be at the facility.
- 9.7 **Open/Secure Facility** - Recreation will be billed a minimum of two hours custodial impact charges on any occasion District staff is required to open/secure a facility equipped with an electronic key system. If a gymnasium is found unsecured by District staff after scheduled use by Recreation, District may revoke the electronic key privileges at that particular site. This charge is in addition to the annual use fee.
- 9.8 **Battery Replacement** - Recreation is responsible to replace batteries in electronic keys as soon as key starts "beeping" indicating low battery power. Should a battery completely run down and require reprogramming by District, Recreation will be charged \$50 per battery. This charge is in addition to the annual use fee.
- 9.9 **Use by Others Prohibited** - Recreation has responsibility for all electronic keys at all times and may not allow any other individual or agency to use the electronic keys issued to Recreation. Failure to comply with this stipulation may result in revocation of all electronic key privileges by District.

X. Annual Use Fee from City (New)

10.1 Beginning with the 2005-2006 fiscal year, District agrees to charge City an annual fee of \$84,000 for all City's use of District facilities in that year. Thereafter, the fee will be reviewed on an annual basis to determine level of usage. Should usage level vary significantly (+/-10%) from prior year, the annual fee will be renegotiated accordingly; otherwise, the fee will be adjusted annually in accordance with the Consumer Price Index (CPI-U all Urban Consumers Los Angeles-Riverside-Orange County 1982-84=100). The City will make quarterly payments.

XI. Park Ranger Service (New)

11.1 City will provide District park ranger patrol services for school athletic fields within the San Luis Obispo City limits at a cost of \$25 per hour and \$.405 cents per mile. The level of service required by the District will be negotiated on an annual basis. City estimates cost at \$400 (\$320 staff, \$80 mileage) per week when fields are closed and \$200 (\$160 staff, \$40 mileage) per week when fields are available for use. Fees will be adjusted annually in the manner described in Section 10.1 of this addendum.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:



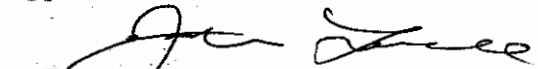
City Clerk

**City of San Luis Obispo
(A Municipal Corporation)**




David F. Romero
Mayor

Approved as to form:



City Attorney

San Luis Coastal Unified School District



Russell Miller
Assistant Superintendent, Business Services

Joint Use Agent

ACORD. CERTIFICATE OF INSURANCE

FORM # 5087

ISSUE DATE (MM/DD/YYYY)

06/20/2002

PRODUCER

Walter Mortensen Associates Insurance
4701 Stockdale Hwy.
Bakersfield, CA 93309

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** SISC-Self Insured Schools of Calif.
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

SELF INSURED SCHOOLS OF CALIFORNIA, ET AL
P.O. Box 1847
1300 17th Street
Bakersfield
CA 93303-1847
SAN LUIS COASTAL UNIFIED S.D.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY \$
	OWNER'S & CONTRACTOR'S PROT.	SLP 7102 03	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1500000.
					FIRE DAMAGE (Any one fire) \$
					MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	OTHER				

PROCESSED
JUL 05 2002

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

USE OF ANY CITY OF SAN LUIS OBISPO REC. DEPT. FACILITY, INCLUDING SINSHEIMER POOL DURING POLICY YEAR, FOR WHICH CITY OF SAN LUIS OBISPO REC DEPT. IS NAMED AS AN ADD'L INSURED, BUT ONLY FOR SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT'S OPERATIONS LIABILITY ARISING FROM THEIR USE OF THE ABOVE DESCRIBED FACILITIES.

CERTIFICATE HOLDER

CITY OF SAN LUIS OBISPO
DEPT OF PARKS & RECREATION
1341 NIPOMO STREET
SAN LUIS OBISPO, CA 93401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

J.B. JETT, Chief Administrative Officer