

MINUTE ORDER
JOINT CITY COUNCIL/
SUCCESSOR AGENCY
MEETING

December 3, 2012
MO. 12-218

CITY CLERK DEPARTMENT
Redwood City

Date: December 4, 2012

Attention: City Attorney
Parks, Recreation, and Community Services Director
hard copy available upon request

SUBJECT: Joint Use Agreement between the Redwood City School District and the City of Redwood City

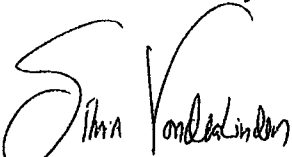
AGENDA ITEM: 6.1C (304)

Meeting of the Council of the City of Redwood City on December 3, 2012.

Present: Council Members Bain, Foust, Ira, Pierce, Seybert, Vice Mayor Gee, and Mayor Aguirre

M/S Seybert/Bain to approve, by motion, and to authorize the City Manager or designee to execute the joint use agreement between the Redwood City School District and the City of Redwood City.

Motion carried by unanimous electronic vote.


Silvia Vonderlinden
Municipal City Clerk

Joint Use of Facilities Agreement
Redwood City School District and the City of Redwood City

THIS AGREEMENT FOR JOINT USE OF SELECTED FACILITIES WITHIN THE BOUNDARIES OF THE REDWOOD CITY SCHOOL DISTRICT IS ENTERED INTO THIS 14 DAY OF Nov., 2012, BETWEEN THE REDWOOD CITY SCHOOL DISTRICT (“DISTRICT”) AND THE CITY OF REDWOOD CITY (“CITY”) FOR USE OF BOTH SCHOOL AND CITY FACILITIES:

Recitals

WHEREAS, the Community Recreation Act (California Education Code sections 10900 through 10914.5) authorizes school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the California Civic Center Law (California Education Code sections 38130-38138) establishes a civic center at every school for use by citizens for a variety of purposes, including recreation; and

WHEREAS, the District is the owner of real property within the boundaries of the Redwood City School District, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, the City is the owner of real property within the boundaries of the Redwood City School District, including facilities and active use areas that are capable of being used by the District for school activities and recreational purposes; and

WHEREAS, the City and District agree that the City is responsible for scheduling activities on District outdoor facilities listed in the Site Specific Attachments during those times when school is not in session; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, California Education Code section 10905 authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and to enhance the recreational opportunities afforded to the community; and

As used in this Agreement,

“**Owner**” shall mean the party to this Agreement that owns or leases a particular property and/or facility covered by this Agreement, either District or City, and

“**Responsible Party**” shall mean the Owner, except when the facility is being used by a party and its Users who is not the Owner. When the City or its Users are using District facilities, then the City shall be the Responsible Party during the time of such use. When the District and its Users are using City facilities, then the District shall be the Responsible Party during the time of such use. The Responsible Party will be designated on each site specific attachment for each shared facility.

“Site Specific Attachment” shall refer to each attachment to this Agreement that describes a specific school site, including the specific properties and facilities that are covered by this Agreement and the terms and provisions of this Agreement that are specific to the school site, and

“User” shall mean the party using the Owner’s property and/or facility pursuant to the terms of this Agreement whether such User is a party to this agreement or a third party, and

NOW, THEREFORE, the Parties agree as follows:

1. Term

This Agreement will continue for a period of twenty (20) years from its date of execution, and then shall be automatically renewed every five (5) years unless sooner terminated as provided for hereinafter in Section 19.

2. Cooperative Agreement

As provided herein, the Parties hereby agree to cooperate in coordinating programs and activities conducted on the properties and facilities listed in the Site Specific Attachments. The Parties shall have the right to add or exclude properties during the term of this Agreement, provided that any such change shall be in writing and approved by the Parties. Reference to District Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are located.

3. Permitted Uses

a. District Property

i District Use

Except as noted in the Site Specific Attachments, the District shall be entitled to the exclusive use of District Property for school and school-related educational and recreational activities during school hours, including summer school.

ii City Use

Except as noted in the Site Specific Attachments, at all other times and subject to the schedule developed by the Parties, the City and Users authorized by the City will be entitled to use District Property for community recreational and educational purposes for the benefit of District students, the District, and the City/Community at large. The City’s obligations under this Agreement shall also apply to City’s Users using District Property to whom access is expressly granted by the City. The City will take reasonable measures to ensure that Users to whom access is expressly granted by the City, comply with all obligations, terms and conditions of this Agreement when using District Property. The City will take reasonable measures to ensure that District rules, regulations, and policies are implemented while supervising community recreational activities on District Property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and will be adequately protected.

iii Third-Party Use of District Property

The Parties agree that in providing access to District Property for use other than by the District or the City, the following priorities for use shall be established:

- (1) Priority 1: School-sponsored educational, recreational, and support activities during non-school hours.
- (2) Priority 2: Programs managed by the City on District fields, in gymnasiums, and in multi-use rooms.
- (3) Priority 3: Programs managed by community-based organizations, parent organizations, or third parties that benefit the district.
- (4) Priority 4: Other community-based youth recreational and educational activities.
- (5) Priority 5: Local non-profit, civic and community activities with priority given to those serving our local youth.
- (6) Priority 6: Private rental of school facilities provided there is no conflict with district rules, regulations, and policies.

iv Public Use

The District shall open District Property for use by the general public at times when it is not in use as provided above.

b. City Property

- i The City shall be entitled to priority use of City Property for the regular conduct of park, recreation, and community service activities and/or programs sponsored by the City.
- ii Except as noted in the Site Specific Attachments, at all other times and subject to the schedule developed by the Parties, the District shall have priority use of City Property for District educational and recreational activities and/or programs. The District will take reasonable measures to ensure that Users to whom access is expressly granted by the District comply with all obligations, terms and conditions of this Agreement while using City Property.
- iii The District will take reasonable measures to ensure that City Park Rules as set forth in the Redwood City Municipal Code and City Policies regarding third party use of facilities are followed while supervising recreational activities on City Property.
- iv The City shall open its property for use by the general public at times when it is not in use as provided above.

4. Compliance with Law

All use of District and City Property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the Parties that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

5. Communication

a. Designation of Employees

The District Superintendent and the City Manager shall respectively designate an employee with whom

the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

b. Joint Use Oversight Team

The Parties shall establish a Joint Use Oversight Team (“Oversight Team”), composed of staff representatives of the Parties that shall include the employee representatives identified in Section 5(a) and any other such representatives that the Parties should so assign.

- i** The Oversight Team shall be responsible for the following:
 - (1) Reviewing and ensuring enforcement of Joint Use rules & regulations
 - (2) Reviewing, monitoring, implementing, evaluating and proposing amendments to this Agreement
 - (3) Developing twice yearly master locations & block schedules for each sport at a designated time prior to team scheduling and maintaining the schedule throughout the year.
 - (4) Defining Joint Use training requirements for city staff, district staff, and Users
 - (5) Maintaining a first line of contact for resolution of issues and problems that arise from the Joint Use of facilities
 - (6) Reviewing financial obligations of the Interested Parties at the end of the school year and determining any cost adjustments that may be warranted
- ii** The Oversight Team shall hold meetings at least twice yearly in June and November to review the performance of the Joint Use program and at other times and as needed to discuss interim issues that arise during the term of the Agreement.
- iii** If the Joint Use Oversight Team is unable to reach resolution on a particular matter, the parties agree to a dispute resolution process as provided for in Section 17.

6. Scheduling Use of Property

a. Master Schedule

The Parties shall develop a master schedule for joint use of facilities identified in the Site Specific Attachments to allocate property use as defined in Section 3. The Oversight Team shall schedule twice yearly meetings or at such other times as mutually agreed upon by the Parties. At these meetings, the Oversight Team will review and evaluate the status and condition of joint use properties and modify or confirm the upcoming season schedule.

b. Scheduling of City Property

The City shall be responsible for scheduling the use of City Property in accordance with the Priorities established in Section 3 hereof.

c. Scheduling of District Property

The City shall be responsible for scheduling the use of District Properties in accordance with the priorities established in Section 3 hereof.

- i** The use of District facilities shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District’s policies and administrative regulations.
- ii** Should the District require the use of a facility that had been scheduled for use by the City, the District has the right to preempt the scheduled event by notifying the Oversight Team. A minimum of two (2) weeks prior notice to the Oversight Team is recommended.

7. Fees and Allocation of Costs

a. Fees to Users

The City may charge rental fees to third-party Users of District Property or City Property to cover any administrative and maintenance costs that the Parties may incur. Any fees and costs shall be assessed according to Owner's policies. Each Party is responsible for providing the other with reasonable notice of changes to its policies, regulations, and fees.

b. Tracking of costs

Each Party shall provide to the other Party an accounting, on an annual basis, of all overtime and other costs incurred as a result of duties carried out under this Agreement.

c. Allocation of Costs

The Parties agree that no facility rental charges will be imposed between the Parties. However, should the Owner incur direct costs pertaining to the facility rental or maintenance that are in excess of their normal operating costs, these costs will be reimbursed by the Responsible party on a fee schedule agreed to by the Oversight team. The following costs will be considered:

- i. Direct personnel costs as defined in the Owner's facility rental rate schedule posted on the Owner's website.
- ii. Maintenance costs in excess of costs that would have been incurred had the facility not been used by the User. See also Section 12 and Site Specific Attachments for responsibilities for maintenance by Interested Parties.
- iii. Extraordinary costs incurred due to use of the facility by the User.
- iv. Capital planning assessments as set forth in Section 8(d).

8. Improvements

- a. A Party shall not make any alterations, additions, improvements or changes to any property owned by the other Party without prior express, written approval of the Owner.
- b. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.
- c. Each Party may require, as a condition of approval, the demolition or removal of any alterations, additions, or improvements made by the other Party, at such Party's sole expense, at the expiration or termination of this Agreement.
- d. The parties acknowledge that, for reasons unrelated to inadequate maintenance, facilities may, over time, deteriorate to a point that maintenance becomes uneconomical, and repair and replacement of the facilities becomes advisable. In the event that a party concludes that either field should be repaired or replaced, both parties shall in good faith, meet to discuss the options of repair or replacement and shall attempt to reach agreement as to whether the facility should be repaired or replaced, and an agreement as to equitable sharing of costs of any such repair or replacement. In the event an agreement cannot be reached, the parties shall engage in the dispute resolution process set forth in Section 17.

9. Interagency Training

The Parties shall operate training and orientation programs for key personnel implementing this Agreement. The Parties shall each be responsible for ensuring their employees are trained.

- a. Twice yearly, the City will operate a training session for third-party Users and invite District to participate. The training will cover:
 - i* Scheduling and schedule changes
 - ii* Rules and guidelines
 - iii* User responsibilities
 - iv* Emergency procedures
- b. Each respective Party is responsible for ensuring that all third-party Users adequately train their supervisory personnel.
- c. On a yearly basis and as needed, the District shall inform principals, afterschool staff, and other parties that may share facilities regarding the following:
 - i* Joint use policy and procedures
 - ii* Contractual requirements
 - iii* Emergency procedures
 - iv* Scheduling and schedule changes
 - v* Schedule of available City facilities

10. Supervision, Emergency Action, Security, and Inspections

a. Supervision and Enforcement

The Responsible Party shall ensure that each User trains and provides an adequate number of competent personnel to supervise all activities on the Owner's Property. The Responsible Party shall ensure that the User enforces all of the Owner's rules, regulations, and policies while supervising activities or programs on the Owner's Property.

b. Emergency Action

The Responsible Party shall ensure that the User is trained in emergency procedures including but not limited to:

- i* In the event of an emergency, the User shall call 911.
- ii* For information related to facility availability, the User shall call the City 24-hour hotline at 650-780-7389.
- iii* In case of lost keys or lockouts at District sites, The User shall call the District 24-hour emergency hotline at (650) 444-8224.

c. Security

The Owner shall provide the User with access to the Owner's Property. The Responsible Party and Owner shall be jointly responsible for providing keys, security cards, and training as needed to the User's employee(s) who are responsible for opening and locking the Owner's Property while supervising activities or programs.

d. Inspection and Notification

The Responsible Party shall ensure that the User inspects the Owner's Property after use to determine whether the site is being returned in the condition that it was received. The Responsible Party shall notify the Owner within 72 hours in the event that Owner's Property suffers damage during User's use. Such notification shall entail written notification by letter, facsimile, or email to the Owner's designated employee identifying the damaged property, date of detection, name of inspector, description of damage, and, if known, the estimated costs to repair or replace the property.

11. Supplies

The User shall furnish and supply all materials necessary to carry out its programs while using the Owner's Property.

12. Maintenance, Custodial Services, and Toilet Facilities.

The Responsible party shall ensure that the User exercises due care in the use of the Owner's Property and that the User shall, during the time of its use, keep the Owner's Property in neat order. Except as noted in Site Specific Attachments, the Owners shall be responsible for the regular maintenance, repair, and upkeep of their respective Properties.

13. Parking

The Owner shall make available the public parking at the parking facilities listed in the Site Specific Attachments to this Agreement.

14. Restitution and Repair

The Responsible Party shall make restitution for the repair of damage to the Owner's Use Areas that occurred during User's use of Owner's Property.

- a. Inspection and Notification** The Responsible Party shall, through its designated employee, inspect and notify the Owner of any damage, as described above in Section 10(d).
- b. Repairs** Except as mutually agreed, the Responsible Party or User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner shall agree to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or as a result of problem-resolution under Section 14 (d) of this Agreement that the User is responsible for the damage, then the Responsible Party agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon.
- c. Reimbursement Procedure** The Owner shall inspect the property and submit a damage claim and estimated costs in writing to Responsible Party within one (1) week of the damage notification. Within three (3) days of completion of repairs, the Owner shall send an itemized invoice to the Responsible Party. The Responsible Party shall reimburse the Owner in full within 90 days of receipt of such invoice.
- d. Disagreements** The Responsible Party shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the Owner, provided this disagreement is identified within seven (7) days after a first notification.

 - i** The User shall notify the Owner of any disagreements in writing by letter, facsimile, or email to the District's designated employee. The User shall clearly identify the reasons for refusing responsibility for the damages. Failure to notify the Owner of the disagreement within the prescribed time period

shall be considered as an acceptance of responsibility by the Responsible Party.

- ii After proper notification, members of the Joint Use Oversight Team, or other designated representatives of the Interested Parties, shall make an on-site investigation and attempt a settlement of the disagreement.
- iii In the event an agreement cannot be reached, the matter shall proceed as described in Section 17 of this Agreement.
- iv The Owner shall have the right to make immediate emergency repairs or replacements of Property without voiding the User's right to disagree.

15. Liability and Indemnification

Each Party shall defend, indemnify, and hold the other Party, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the other Party, its officers, agents, or employees.

16. Insurance

The Parties agree to provide the following insurance in connection with this Agreement.

- a. Each party agrees, for the term of this agreement, to either maintain insurance policies or self-insure in an amount not less than specified below against damages or injuries that may arise from the activities contemplated by this Agreement. In addition, each party shall include or be endorsed to include the other party as an additional insured.
 - i Commercial general liability and automobile insurance, both with a combined single limit of not less than one million dollars (\$1,000,000)
 - ii Workers' Compensation coverage for its own employees, as required by law.
- b. The District shall be required to carry and pay for State Property Insurance, as required by law.
- c. The Responsible Party shall require the User to waive Owner liability and shall be responsible for ensuring that the User maintains insurance or demonstrates self-insurability for:
 - i Commercial general liability of not less than one million dollars (\$1,000,000)
- d. The Parties shall provide each other with a certificate of insurance upon request showing proof of the above coverage. In the event an Party is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts. In the event that either party fails to maintain adequate insurance coverage, the party with inadequate coverage shall promptly notify the other party.

17. Dispute Resolution

Should a dispute arise out of this Agreement, the Oversight Team shall attempt to resolve the dispute in a timely manner by using the following process:

- a. Educating users about the need to try to resolve any disputes in a direct, timely and respectful manner at the level at which the disagreement occurs.

- b. Providing users with a defined resolution process that is to be followed if the dispute cannot be resolved satisfactorily for all parties at the level at which it occurs. This process will utilize the following steps:
- i. If a dispute is not resolved by the involved parties, it should be referred to the Joint Use Oversight Team by contacting one of the designated team members. The team will meet and attempt to find a resolution within 30 days of the referral.
 - ii. Disputes that are unresolved at the level of the Joint Use Oversight Team, shall be referred to the City Manager and the District Superintendent, or their designees, for resolution.
 - iii. In the event that the Superintendent and City Manager are unable to resolve the dispute, the parties agree to work, in good faith, to resolve the dispute through mediation with a mutually acceptable neutral third party before, and as a condition precedent to, the initiation of any adjudicative action or proceeding.
 - iv. The cost of the mediator, if any, shall be shared by the Interested Parties.
 - v. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement.

18. Student Safety

The safety and security of District students and staff are of the utmost importance. Therefore, except as noted in the Site Specific Attachments, use of the District Facilities during school hours will be limited to use by students, teachers and other school staff. All joint use of Facilities by non-district users (both for City sponsored and other Community events) will take place during off-school hours (e.g. starting at 3:30 p.m. on school days or on weekends and holidays or as modified by the Oversight Team) when school is not in session and will be governed by the District's Boards policies and administrative regulations regarding facilities use. District shall provide City with reasonable notice of changes to these policies.

19. Termination

This Agreement may be terminated by each of the Parties at any time prior to its expiration for any reason whatsoever, including circumstances beyond their control, with six (6) months written notice.

20. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

21. Not a Joint Venture or Joint Powers Authority

The Parties intend by this Agreement to establish only an arrangement with regard to facilities management, maintenance, and use for school activities and recreational opportunities for the community, and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise of any kind.

22. No Third Party Beneficiary

This Agreement is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

23. Notices and Contracts

All notices, demands, request, approvals, authorizations, or designations hereunder by a Party to the other Party shall be in writing, unless otherwise specified in this Agreement, and shall be given and served upon the other party, sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows

District: Superintendent, Redwood City School District
750 Bradford Street
Redwood City, CA 94063

City: City Manager, City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063

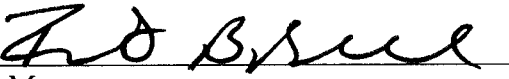
Each of the above parties may change its address or contact person by written notice to the other parties.

24. 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.

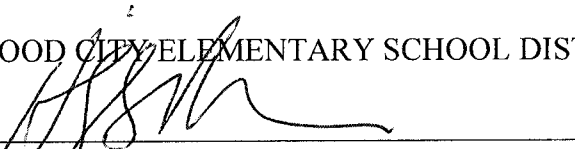
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

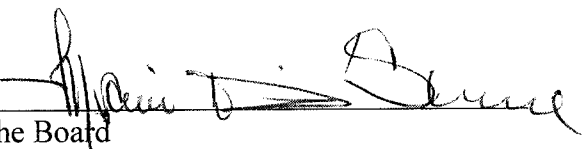
CITY OF REDWOOD CITY, a municipal Corporation of the State of California

By: 
City Manager

ATTEST:

City Clerk

REDWOOD CITY ELEMENTARY SCHOOL DISTRICT
By: 
President, Board of Trustees

ATTEST:

Clerk of the Board

Attachment A:

Joint Use of Facilities Agreement

Redwood City School District, City of Redwood City, and San Mateo County

Site Specific Terms and Conditions for Fair Oaks School

I. Fair Oaks School Site Location

Fair Oaks School in the Redwood City School District, is located in unincorporated San Mateo County at:
2950 Fair Oaks Avenue
Redwood City, California 94063

II. The following is a list of District facilities at this location, including parking facilities, which are covered under this agreement (ie, the District is the “Owner”). Such facilities are marked on the map at the end of this attachment.

Fields:

Athletic Field (FIELD)

Indoor Facilities:

Multipurpose building (MUR)

Library (L)

General Public Facilities

3 Playgrounds (PLAY)

3 Parking Lots (P)

III. Special Conditions for facilities at this location that are covered under this agreement:

Additional Conditions for this facility:

A. Supervision.

For each indoor facility in which activities are scheduled, a Responsible Party representative shall be designated who is responsible for opening the facility, activity supervision, and closing the facility. The Responsible Party Representative shall be approved by the Oversight Team and shall be paid by the Responsible Party.

B. Maintenance, Custodial Services, and Toilet Facilities

i For fields:

- (1) The Owner shall be responsible for preparing the fields at the beginning of the season and maintaining the fields following standard maintenance practices

- (2) The Responsible party and Owner shall share responsibility for setting up and removing goals.
- (3) The Responsible party, or User if delegated, is responsible for, as applicable:
 - (a) chalking, painting lines
 - (b) dragging the field
 - (c) maintaining the field in good order
 - (d) locking porta-potties
 - (e) locking the field
- (4) The Owner shall make trash bags and trash receptacles available during the User's use of Owner's Property. The Responsible Party is responsible for ensuring that the User bag the trash and dispose of the trash in the school dumpster immediately after using the facility
- (5) Unless District makes indoor toilets available for City and City's Users, during all times the outdoor facilities at this location are being used by the City or the City's Users, the City shall provide at its expense temporary, portable restroom facilities and bear all costs of maintenance and/or replacement of such restroom facilities. It shall be the responsibility of the City to ensure that the City's Users maintain and clean the portable toilets, lock them when not in service, and remove them when requested by the District or when the season ends.
- (6) In cases where District indoor toilets are made available to the User, the District shall be responsible for maintaining those indoor toilets.

ii For indoor facilities:

- (1) The Owner shall ensure that indoor toilet facilities are available for use by the User.
- (2) The Owner shall be responsible for maintaining those indoor toilets.
- (3) The Owner shall be responsible for trash collection and removal.

iii For public facilities:

- (1) The Owner shall open the facilities for public use during non-school hours and until dusk unless otherwise scheduled for third party use as described in Section 3 of the main agreement.



Fair Oaks School

Attachment B:

Joint Use of Facilities Agreement

Redwood City School District, City of Redwood City, and San Mateo County

Site Specific Terms and Conditions for Garfield School

I. Garfield School Site Location

Garfield School in the Redwood City School District, is located in unincorporated San Mateo County at:
3600 Middlefield Road
Menlo Park, California 94025

II. The following is a list of District facilities at this location, including parking facilities, which are covered under this agreement (ie, the District is the “Owner”). Such facilities are marked on the map at the end of this attachment.

Fields:

Soccer & Baseball fields (FIELD)

Indoor Facilities:

Multipurpose building (MUR)

Library (L)

General Public Facilities

3 Playgrounds (PLAY)

4 Parking lots (P)

III. Special Conditions for facilities at this location that are covered under this agreement:

1. Additional Conditions related to Fees and allocation of Costs

Pursuant to a separate agreement with District and City, San Mateo County is responsible for the cost of maintaining the fields. For that reason neither party shall bear the cost of such maintenance.

2. Both City and District shall ensure that the gate to the fields remains unlocked to allow public access at all times the field is in use.

3. Supervision

For each indoor facility in which activities are scheduled, a Responsible Party representative shall be designated who is responsible for opening the facility, activity supervision, and closing the facility. The Responsible Party Representative shall be approved by the Oversight Team and shall be paid by the Responsible Party.

4. Maintenance, Custodial Services, and Toilet Facilities

iv For fields:

- (1) The Owner shall be responsible for preparing the fields at the beginning of the season and maintaining the fields following standard maintenance practices
- (2) The Responsible party and Owner shall share responsibility for setting up and removing goals.
- (3) The Responsible party, or User if delegated, is responsible for, as applicable:
 - (a) chalking, painting lines
 - (b) dragging the field
 - (c) maintaining the field in good order
 - (d) locking porta-potties
 - (e) locking the field
- (4) The Owner shall make trash bags and trash receptacles available during the User's use of Owner's Property. The Responsible Party is responsible for ensuring that the User bag the trash and dispose of the trash in the school dumpster immediately after using the facility
- (5) Unless District makes indoor toilets available for City and City's Users, during all times the outdoor facilities at this location are being used by the City or the City's Users, the City shall provide at its expense temporary, portable restroom facilities and bear all costs of maintenance and/or replacement of such restroom facilities. It shall be the responsibility of the City to ensure that the City's Users maintain and clean the portable toilets, lock them when not in service, and remove them when requested by the District or when the season ends.
- (6) In cases where District indoor toilets are made available to the User, the District shall be responsible for maintaining those indoor toilets.

v For indoor facilities:

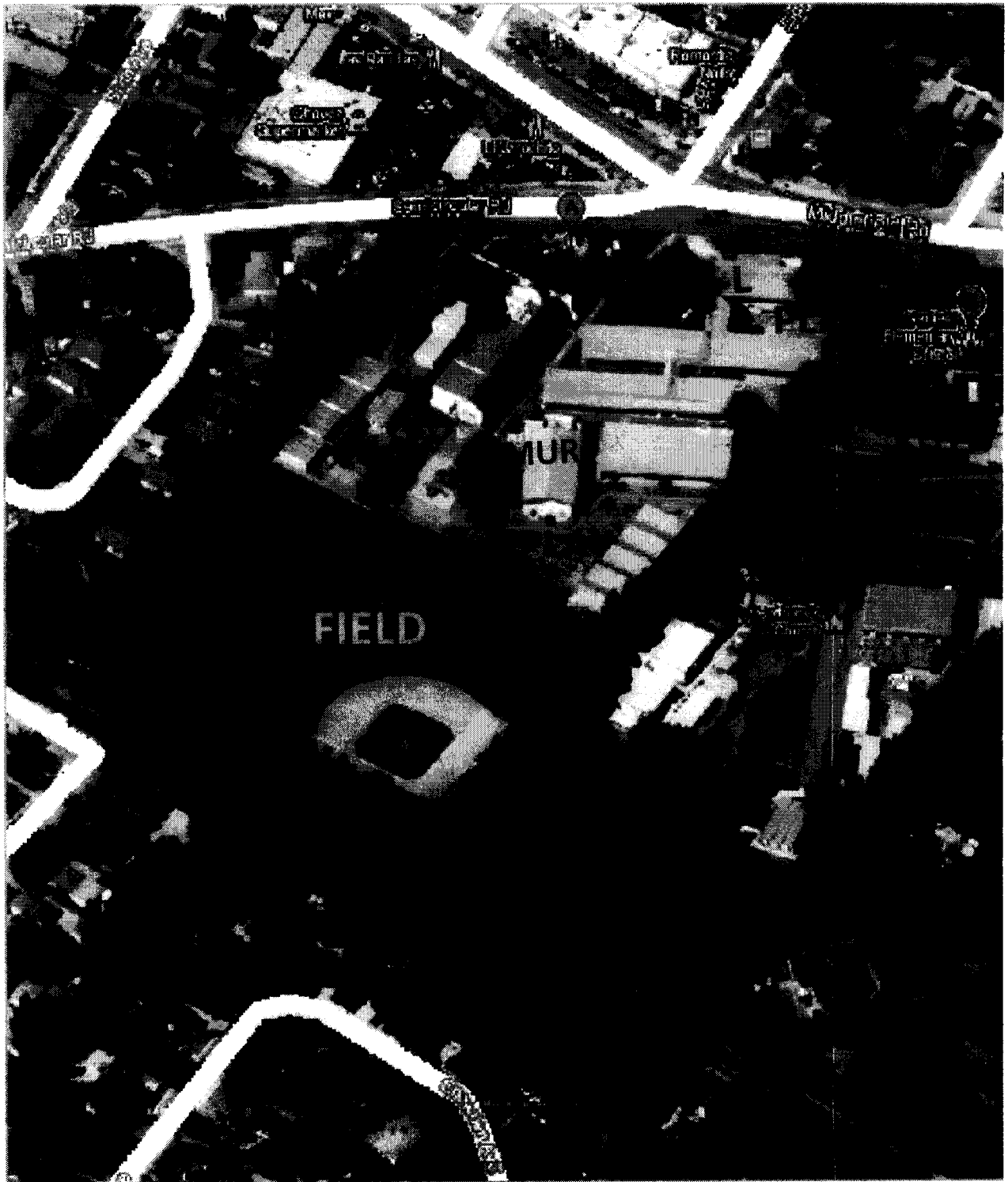
- (1) The Owner shall ensure that indoor toilet facilities are available for use by the User.
- (2) The Owner shall be responsible for maintaining those indoor toilets.
- (3) The Owner shall be responsible for trash collection and removal.

vi For public facilities:

- (1) The Owner shall open the facilities for public use during non-school hours and until dusk unless otherwise scheduled for third party use as described in Section 3 of the main agreement.

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map



Garfield School

[Report a problem](#)

Joint Use of Facilities Agreement

Redwood City School District, City of Redwood City, and San Mateo County

Attachment C: Site Specific Considerations for Hawes School

I. Hawes School Site Location

Hawes School in the Redwood City School District, is located in the City of Redwood City at:
909 Roosevelt Avenue
Redwood City, California 94061

II. List of District facilities at this location, including parking facilities, which are covered under this agreement (ie, the District is the “Owner”):

Indoor Facilities:

Multipurpose building with full-sized basketball court (MUR)
Library Media Center (L)

General Public Facilities

2 Playgrounds (PLAY)
1 Parking Lot (P)

III. List of City Facilities at this location, including parking facilities, which are covered under this agreement (ie, the City is the “Owner”):

Fields:

Full sized softball field with bleachers and snack shack/score booth (FIELD)

General Public Facilities

1 Parking Lot (P)

IV. Special Conditions for facilities at this location that are covered under this agreement:

Additional Conditions for this facility:

A. Supervision

For each indoor facility in which activities are scheduled, a Responsible Party representative shall be designated who is responsible for opening the facility, activity supervision, and closing the facility. The Responsible Party Representative shall be approved by the Oversight Team and shall be paid by the Responsible Party.

B. Maintenance, Custodial Services, and Toilet Facilities

vii For fields:

- (1) The Owner shall be responsible for preparing the fields at the beginning of the season and maintaining the fields following standard maintenance practices
- (2) The Responsible party and Owner shall share responsibility for setting up and removing goals.
- (3) The Responsible party, or User if delegated, is responsible for, as applicable:
 - (a) chalking, painting lines
 - (b) dragging the field
 - (c) maintaining the field in good order
 - (d) locking porta-potties
 - (e) locking the field
- (4) The Owner shall make trash bags and trash receptacles available during the User's use of Owner's Property. The Responsible Party is responsible for ensuring that the User bag the trash and dispose of the trash in the school dumpster immediately after using the facility
- (5) Unless District makes indoor toilets available for City and City's Users, during all times the outdoor facilities at this location are being used by the City or the City's Users, the City shall provide at its expense temporary, portable restroom facilities and bear all costs of maintenance and/or replacement of such restroom facilities. It shall be the responsibility of the City to ensure that the City's Users maintain and clean the portable toilets, lock them when not in service, and remove them when requested by the District or when the season ends.
- (6) In cases where District indoor toilets are made available to the User, the District shall be responsible for maintaining those indoor toilets.

viii For indoor facilities:

- (1) The Owner shall ensure that indoor toilet facilities are available for use by the User.
- (2) The Owner shall be responsible for maintaining those indoor toilets.
- (3) The Owner shall be responsible for trash collection and removal.

ix For public facilities:

- (1) The Owner shall open the facilities for public use during non-school hours and until dusk unless otherwise scheduled for third party use as described in Section 3 of the main agreement.



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Hawes School

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Attachment D:
Joint Use of Facilities Agreement
Redwood City School District, City of Redwood City, and San Mateo County

Site Specific Terms and Conditions for Hoover School

I. Hoover School Site Location

Hoover School in the Redwood City School District, is located in the City of Redwood City at:
701 Charter Street
Redwood City, California 94063

II. The following is a list of District facilities at this location, including parking facilities, which are covered under this agreement (ie, the District is the “Owner”). Such facilities are marked on the map at the end of this attachment.

Park Section: Facilities in which the City has primary responsibility

Fields:

Two full sized softball fields & two soccer fields (FIELD)

General Public Facilities:

Park including the picnic area and outdoor basketball court (PARK)

2 Parking Lots on the east side of the map (P)

Special Case:

Pool (POOL)

Clubhouse Section: Facilities in which the City has primary responsibility

Special Case:

Mervin G. Morris Clubhouse (Boys & Girls Club)

Parking lot to the southwest of the Club (P)

School Section: Facilities in which the District has primary responsibility

Indoor Facilities:

Multi-use building (MUR)

Library (L)

General Public Facilities

3 Playgrounds (PLAY)

3 Parking Lots on the west side of the map (P)

III. Special Conditions for facilities at this location that are covered under this agreement:

1. Additional Conditions related to the Permitted Use section (3) of this document:

- a. The City shall have exclusive use and control the use of the pool at all times, it being understood by both parties that the District is no longer using the swimming pool in its school programs. Should the District decide to use the swimming pool for school purposes in the future, both parties shall, at that time, amend this Agreement to provide for an equitable schedule for pool usage.
- b. The City may lease the Mervin G. Morris Clubhouse (“Club”) and associated parking to a third party not a part of this agreement, for the purpose of maintaining a Club House and parking lot thereon; provided, however, that the City shall provide in such lease agreement, that the City and the District shall be granted reasonable opportunity to use the Club’s facilities constructed on said land, when such use does not interfere with the Lessor’s planned activities.
- c. With the exception of the lease described above, the City may not lease any portion of District Property or assign to any other person or entity any right or interest in the District’s real property without the prior written consent of the District.
- d. For facilities in the Park Section of Hoover School, the City shall at all times, have the sole responsibility for maintenance and shall therefore be allowed access to facilities in the Parks Section during school hours for the purpose of maintaining said facilities, in addition to the normal times during which the City is authorized to use this portion of District property.

2. Additional Conditions related to supervision, maintenance, custodial services, and toilet facilities:

- a. The following conditions apply to those portions of District property listed as “School” in Section II:

i. Supervision

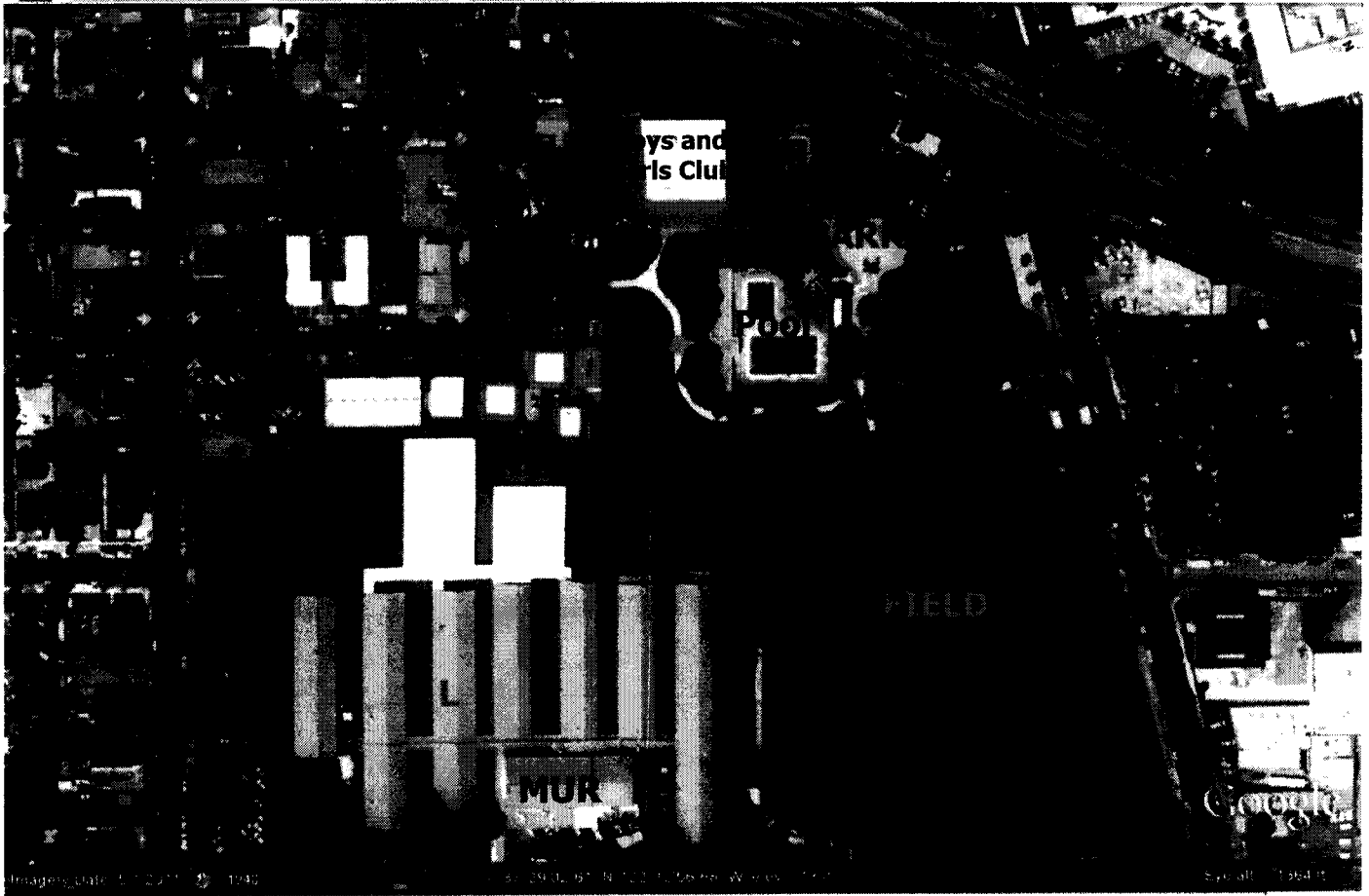
For each indoor facility in which activities are scheduled, a Responsible Party representative shall be designated who is responsible for opening the facility, activity supervision, and closing the facility. The Responsible Party Representative shall be approved by the Oversight Team and shall be paid by the Responsible Party.

ii. Maintenance, Custodial Services, and Toilet Facilities

1. For indoor facilities:

- a. The Owner shall ensure that indoor toilet facilities are available for use by the User.
- b. The Owner shall be responsible for maintaining those indoor toilets.
- c. The Owner shall be responsible for trash collection and removal.

2. For public facilities:



Hoover School

Attachment E:

Joint Use of Facilities Agreement

Redwood City School District, City of Redwood City, and San Mateo County

Site Specific Terms and Conditions for McKinley Institute of Technology School

I. McKinley Institute of Technology School Site Location

McKinley Institute of Technology School in the Redwood City School District, is located in the City of Redwood City at:

400 Duane Street
Redwood City, California 94062

II. The following is a list of District facilities at this location, including parking facilities, which are covered under this agreement (ie, the District is the “Owner”). Such facilities are marked on the map at the end of this attachment.

Fields:

Athletic field (Field)

Inside:

Gymnasium (Gym)

Cafeteria (Cafete-)

Library (L)

Theater (Theater)

Public use areas:

2 Playgrounds (PLAY)

6 parking lots (P)

IV. Special Conditions for facilities at this location that are covered under this agreement:

Additional Conditions for this facility:

B. Supervision.

For each indoor facility in which activities are scheduled, a Responsible Party representative shall be designated who is responsible for opening the facility, activity supervision, and closing the facility. The Responsible Party Representative shall be approved by the Oversight Team and shall be paid by the Responsible Party.

B. Maintenance, Custodial Services, and Toilet Facilities

x For fields:

- (1) The Owner shall be responsible for preparing the fields at the beginning of the season and maintaining the fields following standard maintenance practices
- (2) The Responsible party and Owner shall share responsibility for setting up and removing goals.
- (3) The Responsible party, or User if delegated, is responsible for, as applicable:
 - (a) chalking, painting lines
 - (b) dragging the field
 - (c) maintaining the field in good order
 - (d) locking porta-potties
 - (e) locking the field
- (4) The Owner shall make trash bags and trash receptacles available during the User's use of Owner's Property. The Responsible Party is responsible for ensuring that the User bag the trash and dispose of the trash in the school dumpster immediately after using the facility
- (5) Unless District makes indoor toilets available for City and City's Users, during all times the outdoor facilities at this location are being used by the City or the City's Users, the City shall provide at its expense temporary, portable restroom facilities and bear all costs of maintenance and/or replacement of such restroom facilities. It shall be the responsibility of the City to ensure that the City's Users maintain and clean the portable toilets, lock them when not in service, and remove them when requested by the District or when the season ends.
- (6) In cases where District indoor toilets are made available to the User, the District shall be responsible for maintaining those indoor toilets.

xi For indoor facilities:

- (1) The Owner shall ensure that indoor toilet facilities are available for use by the User.
- (2) The Owner shall be responsible for maintaining those indoor toilets.
- (3) The Owner shall be responsible for trash collection and removal.

xii For public facilities:

- (1) The Owner shall open the facilities for public use during non-school hours and until dusk unless otherwise scheduled for third party use as described in Section 3 of the main agreement.

Google

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McKinley Institute of Technology

Attachment F:

Joint Use of Facilities Agreement

Redwood City School District, City of Redwood City, and San Mateo County

Site Specific Terms and Conditions for Taft Community School

I. Taft Community School Site Location

Taft Community School in the Redwood City School District, is located in the City of Redwood City at:
903 Tenth Avenue
Redwood City, California 94063

II. The following is a list of District facilities at this location, including parking facilities, which are covered under this agreement (ie, the District is the “Owner”). Such facilities are marked on the map at the end of the attachment.

Fields:

Athletic Field (FIELD)

Indoor Facilities:

Multipurpose building (MUR)

Library (L)

General Public Facilities

2 Playgrounds (PLAY)

1 Parking Lots (P)

Note: The Police Activities Building (PAL) is not covered under this agreement

III. Special Conditions for facilities at this location that are covered under this agreement:

Additional Conditions for this facility:

C. Supervision.

For each indoor facility in which activities are scheduled, a Responsible Party representative shall be designated who is responsible for opening the facility, activity supervision, and closing the facility. The Responsible Party Representative shall be approved by the Oversight Team and shall be paid by the Responsible Party.

B. Maintenance, Custodial Services, and Toilet Facilities

xiii For fields:

- (1) The Owner shall be responsible for preparing the fields at the beginning of the season and maintaining the fields following standard maintenance practices

- (2) The Responsible party and Owner shall share responsibility for setting up and removing goals.
- (3) The Responsible party, or User if delegated, is responsible for, as applicable:
 - (a) chalking, painting lines
 - (b) dragging the field
 - (c) maintaining the field in good order
 - (d) locking porta-potties
 - (e) locking the field
- (4) The Owner shall make trash bags and trash receptacles available during the User's use of Owner's Property. The Responsible Party is responsible for ensuring that the User bag the trash and dispose of the trash in the school dumpster immediately after using the facility
- (5) Unless District makes indoor toilets available for City and City's Users, during all times the outdoor facilities at this location are being used by the City or the City's Users, the City shall provide at its expense temporary, portable restroom facilities and bear all costs of maintenance and/or replacement of such restroom facilities. It shall be the responsibility of the City to ensure that the City's Users maintain and clean the portable toilets, lock them when not in service, and remove them when requested by the District or when the season ends.
- (6) In cases where District indoor toilets are made available to the User, the District shall be responsible for maintaining those indoor toilets.

xiv For indoor facilities:

- (1) The Owner shall ensure that indoor toilet facilities are available for use by the User.
- (2) The Owner shall be responsible for maintaining those indoor toilets.
- (3) The Owner shall be responsible for trash collection and removal.

xv For public facilities:

- (1) The Owner shall open the facilities for public use during non-school hours and until dusk unless otherwise scheduled for third party use as described in Section 3 of the main agreement.

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



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Taft School