

ORIGINAL

SV-18-0663-99

**AGREEMENT FOR THE
CONSTRUCTION, OPERATION, MAINTENANCE, AND USE
OF JOINT USE FACILITIES AT
STANDLEY MIDDLE SCHOOL AQUATICS AND USE OF SWANSON POOL**

THIS AGREEMENT [Agreement] for the Construction, Operation, Maintenance and Use of Joint Use Facilities, as further described in Section 1 of this Agreement, at STANDLEY MIDDLE SCHOOL [School] is entered into this 24th day of February, 2020 between the CITY OF SAN DIEGO, a municipal corporation [CITY], and the SAN DIEGO UNIFIED SCHOOL DISTRICT of San Diego County, a public school district of the State of California [DISTRICT], [collectively, the 'Parties', singularly the "Party"] based on the following facts:

RECITALS

- A. 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.
- B. 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.
- C. 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.
- D. CITY and DISTRICT have been cooperating in the use of numerous recreational facilities in accordance with the CITY-DISTRICT Recreation Agreement of September 1948.
- E. CITY desires to supplement park acreage to meet community recreational needs by utilizing the Joint Use Area, as defined herein and Joint Use Facilities to be constructed thereon, for recreational purposes. DISTRICT desires to assist the CITY in meeting community recreational needs by permitting CITY to use the Joint Use Facilities to be constructed on the Joint Use Area pursuant to this Agreement for CITY's recreational programs. CITY owns and operates the adjacent Swanson Pool for public use, which the DISTRICT may want to use for educational purposes. It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment and maintenance of recreational facilities that can serve the needs of both the general public and DISTRICT students and faculty.
- F. CITY and DISTRICT desire to establish this mutually beneficial arrangement by entering into this Agreement for a fifteen (15) year period to provide for both Parties' educational and recreational programs.

- G. CITY has prepared the Standley Aquatic Facility Joint Use Area General Development Plan [General Development Plan], which outlines the conceptual plan for a swimming pool, aquatic facility buildings, pool deck and bleachers shown in Exhibit "A": Depiction of the Joint Use Area/General Development Plan, attached hereto.
- H. CITY and DISTRICT shall calculate the financial contributions of each Party for this Agreement pursuant to Exhibit B of this Agreement.
- I. APPROVED PLANS and SPECIFICATIONS shall hereby be defined as a copy of final construction plans signed by both the DISTRICT and CITY and kept on file with both Parties.
- J. DISTRICT, prior to approving this Agreement, pursuant to the requirements of the California Environmental Quality Act, approved a Mitigated Negative Declaration on September 25, 2018, that addressed the potential environmental impacts associated with the anticipated improvements to be constructed by the DISTRICT.
- K. DISTRICT has leased the DISTRICT Property subject to this Agreement, to the CITY for a term of ninety-nine (99) years pursuant to the terms and conditions in the lease dated January 30, 1975, as subsequently amended ("Lease").

NOW, THEREFORE, the Parties agree as follows:

A G R E E M E N T

1. Property.

CITY hereby permits DISTRICT to use a portion of that certain CITY-owned real property located at STANDLEY PARK, located at 3585 Governor Drive, San Diego, CA 92122, in the UNIVERSITY COMMUNITY as depicted on Exhibit "A" of this Agreement, incorporated herein by this reference [CITY Property]. The CITY Property is further described as consisting of approximately 0.066 acres, including pool deck and associated hardscape, pool lighting and pool enclosure fencing and gates on the CITY-owned portion of the site.

DISTRICT hereby permits CITY to use a portion of that certain DISTRICT-owned real property located at STANDLEY MIDDLE SCHOOL located at 6298 Radcliffe Drive, San Diego, CA 92122, in the UNIVERSITY COMMUNITY as depicted on Exhibit "A" of this Agreement, incorporated herein by this reference [DISTRICT Property]. The DISTRICT Property is further described as consisting of approximately 0.61 acres including the swimming pool, aquatic facility building, pool deck and associated hardscape, pool bleachers and spectator area shade canopy, diving board, pool lighting, pool enclosure fencing and gates on the DISTRICT-owned portion of the site.

The CITY Property and DISTRICT Property, as depicted on Exhibit "A": Depiction of the Joint Use Area/General Development Plan are hereinafter referred to collectively by this reference [Joint Use Area]. This Joint Use Area is currently comprised of approximately 0.676 acres of turf field that will be improved pursuant to the General Development Plans

as further described in Section 5.1 below, to include the following [the “Joint Use Facilities”]:

- 25 yard x 35 meter Swimming Pool.
- Aquatic Facility Building which includes Restrooms, Changing Rooms, Pool Equipment Room, Storage Room and Concessions.
- Pool Deck and associated hardscape
- Pool Bleachers
- Spectator Area
- Diving Board
- Pool Lighting
- Pool Enclosure Fencing and Gates
- Starting Platforms

2. Term.

2.1 Term Commencement Date. This Agreement shall be for a period of fifteen (15) years (“Term”). The effective date of this Agreement shall be the date recorded by the City Clerk, as authorized by ordinance adopted by the San Diego City Council, and by the authorized representative of the DISTRICT’s Board of Education (“Effective Date”). The term shall begin on the date construction of the Joint Use Facilities is complete and available for use by the Parties, but in no event before the CITY terminates the Lease referenced in Recital K (“Term Commencement Date”).

2.2 DISTRICT Wishes to Sell DISTRICT Property. If at any time during the Term, DISTRICT should determine that the DISTRICT Property is no longer needed for school purposes and if DISTRICT should propose to sell DISTRICT Property, DISTRICT shall so notify the CITY in writing pursuant to Section 9 and Education Code 17464. Reimbursement for the remaining value of the Joint Use Facilities shall be in accordance with Section 2.4 of this Agreement.

2.3 DISTRICT Leases DISTRICT Property. If at any time during the Term, DISTRICT should determine that the DISTRICT Property is no longer needed for school purposes and if DISTRICT should propose to lease the DISTRICT Property, DISTRICT shall so notify the CITY in writing pursuant to Section 9. Reimbursement for the remaining value of the Joint Use Facilities shall be in accordance with Section 2.4 of this Agreement if said lease does not provide for the continuation of Joint Use.

2.4 Remaining Value Reimbursement. If events in Section 2.2 or 2.3 occur and should construction or installation of the Joint Use Facilities have been funded solely by the party seeking to sell or lease its property, no further action will be necessary. Should the Joint Use Facilities be funded in part or full by the non-selling/leasing party, the CITY and DISTRICT shall agree to the remaining value of the Joint Use Facilities based on 25-year life expectancy of the Joint Use Facilities. The agreed to value of actual construction costs shall be reimbursed to non-selling, non-leasing party but only in proportion to party’s contribution, as

provided for in Section 5.21 of this Agreement, which will also be reduced due to amortization. However, if this Agreement is terminated on or after 10 years from the date recorded by the City Clerk, no reimbursement shall be required. Reimbursement may be in the form of cash, or any other means determined to be equitable by both Parties.

3. Consideration.

- 3.1 Mutual Benefit.** The Parties acknowledge that good, valuable, and adequate consideration exists in the mutual benefits enjoyed, respective financial contributions, commitments to maintenance, and the legal detriments incurred by the Parties in the use and maintenance of the Joint Use Area, as set forth in this Agreement. DISTRICT is contributing 0.61 acres of land and \$8,000,000 to develop the Joint Use Area. CITY is contributing .066 acres of land and \$90,000 to develop the Joint Use area. City is also contributing maintenance and security to the Joint Use Area for an estimated total annual contribution \$450,000.
- 3.2 Standley Aquatic Advisory Committee.** The DISTRICT and the CITY will establish a Standley Aquatic Advisory Committee [Committee]. Members of the Committee shall be appointed, consisting of three members from the DISTRICT and three members from CITY. CITY representatives shall be selected by the CITY Parks and Recreation Director. This committee shall meet at least quarterly and at such other times as requested by either CITY or DISTRICT.
- 3.2.1** In the event of a tie vote on facility utilization or level of maintenance services, the CITY and DISTRICT shall each appoint one additional member and those two additional members shall then mutually appoint a third member. This three-member panel shall then review the issues under contention and provide an advisory opinion which will be recommended to DISTRICT and CITY in writing. CITY representatives shall be selected by the CITY Parks and Recreation Director.
- 3.2.2** The Committee shall be responsible for recommending updates to Exhibit "C", the Annual Aquatic Facility Usage Schedule, with the provisions stated in Section 4.4 of this Agreement, showing the hours and areas reserved for DISTRICT exclusive use and CITY exclusive use times. The Committee shall make recommendations in writing to DISTRICT and CITY based on functional use and shall allocate times on an equitable basis with consideration of the DISTRICT's curricular and extra-curricular programs, on or before March 1st annually.
- 3.2.3** The Committee shall review the schedule for and level of maintenance services being provided to the Joint Use Facilities and advise the DISTRICT and the CITY, in writing, of any maintenance concerns which result from such review. The Committee shall be responsible for reviewing a schedule for the maintenance services for the Joint Use Area which shall be

consistent with the provisions set forth in Sections 4.9.3 and 4.9.4, below.

3.2.4 The Committee will be responsible for an annual review of the CITY's operation and maintenance costs and advise the Parties.

3.3 Amendment. This Agreement may only be amended, renewed or terminated in writing by mutual consent of DISTRICT and CITY as permitted by law and the terms of this Agreement.

4. Use of Property.

The Joint Use Area shall be used exclusively for the purpose of constructing, maintaining and operating facilities for public education and recreation programs which shall include Joint Use Facilities in accordance with this Agreement.

4.1 CITY's Use of Property. CITY shall have exclusive use of the Joint Use Area for its recreational programs as agreed upon and noted on Exhibit "C" in conformance with Section 4.4, Annual Aquatic Facility Usage Schedule. CITY shall also have exclusive use of the Joint Use Area at all times on DISTRICT holidays, weekends, and other days when school is not in session except as specified in the Aquatic Facility Usage Schedule. Except as otherwise provided herein, CITY agrees to coordinate and schedule community use of the Joint Use Facilities during non- school hours. CITY reserves the right to charge members of the public a participant fee for the use of the Joint Use Area during CITY exclusive Use Hours as well as any Simultaneous Use Hours. For any additional use, CITY shall make prior arrangements and coordinate scheduling with the DISTRICT.

4.2 DISTRICT's Use of Property. DISTRICT shall have exclusive use of the Joint Use Area for its public education, curricular and extra-curricular, programs as agreed upon and noted on Exhibit "C" in conformance with Section 4.4, Annual Aquatic Facility Usage Schedule. For any additional use, including use for summer session, DISTRICT shall make prior arrangements and coordinate scheduling with the CITY. The DISTRICT shall not use or permit the use of the Joint Use Area for any purpose other than for its curricular and extra-curricular programs.

4.3 Simultaneous Use of Property by Both DISTRICT and CITY. If agreed to in the Aquatic Facility Usage Schedule, the DISTRICT and the CITY will simultaneously use the Joint Use Area after school hours. Lanes of the pool will be identified separately for DISTRICT sponsored team practice use and CITY public use.

4.3.1 During Simultaneous Use hours, the DISTRICT will be responsible for the general supervision of students as required by the DISTRICT. The DISTRICT will also provide instructional personnel (coaches) to provide sports team training for the students.

4.3.2 During Simultaneous Use hours, the CITY will be responsible for providing the supervision and safety personnel (Pool Guards) to ensure safety measures are provided and to prevent contact between DISTRICT students and the public.

4.3.3 During Simultaneous Use Hours, the Joint Use Facilities Changing Rooms and Restrooms will be for the exclusive use of DISTRICT students and staff. DISTRICT staff will be responsible for monitoring Changing Rooms and Restrooms during Simultaneous Use Hours for compliance with the DISTRICT exclusive use.

4.4 Annual Aquatic Facility Usage Schedule. The Committee as described in Section 3.2 shall complete the Annual Aquatic Facility Usage Schedule, Exhibit "C", upon execution of this Agreement and thereafter annually in the month of June. The Annual Aquatic Facility Usage Schedule may be modified, upon mutual consent of the Parties, at any time during the school year to accommodate site specific needs. The Annual Aquatic Facility Usage Schedule will include a 4-week annual closure period to commence four (4) weeks prior to the end of DISTRICT's school year, unless DISTRICT aquatic programs are prolonged into that period. In such an event, the Committee shall recommend an alternate Aquatic Facility closure time that provides the least impact to DISTRICT team and educational usage and address any scheduling impacts.

4.4.1 DISTRICT Exclusive Saturday Use: DISTRICT shall provide eight (8) weeks' notice to CITY of the dates on which it requires exclusive Saturday use.

4.4.2 The following objectives were used to determine the schedule of hours for pool use and should be used as guiding principles for adjustments to the pool schedule.

- DISTRICT will have exclusive use of the pool for (6) Saturdays during the school year for tournaments.
- During the school year, pool will be used for curricular and extra-curricular activities of the DISTRICT.
- CITY use to be provided in the early morning hours every day of the week with the exception of the (6) Saturdays mentioned above.
- CITY use for early morning start times should be consistent with attracting lap swimmers.
- Pool will be available for exclusive CITY use during the summer months, with the exception of the last (3) weeks before school begins when DISTRICT will have some exclusive use of the pool for team practices. Established CITY use early morning hours for lap swimmers will not be affected by DISTRICT use during this time period.
- Pool will be closed for major maintenance the last (4) weeks of the

school calendar year.

- 4.5 Routine Maintenance Aquatic Facility Closures.** The CITY shall provide the DISTRICT with 7 days written notice in advance of minor routine maintenance tasks and 60 days written notice in advance of major routine maintenance tasks. Under no circumstances shall Aquatic Facility be closed longer than one day for routine maintenance.
- 4.6 Emergency Aquatic Facility Closures.** The CITY may, in its sole discretion, schedule emergency Aquatic Facility closures as necessary. Emergency repairs shall include any unforeseen occurrence that requires repair or maintenance to ensure the health and safety of the patrons. If possible, the CITY will provide the DISTRICT with 48 hours written notice for emergency Aquatic Facility closures. Any emergency repairs requiring a closure of the Aquatic Facility must be diligently pursued in an effort to reopen the Aquatic Facility without delays.
- 4.7 Head-first Entry Standards.** The DISTRICT use of the Joint Use Facilities shall comply with the CITY'S Park and Recreation Department "Head- First Entry Standards for Swimming Pool Facilities", attached as Exhibit "D", which is intended to increase safety and minimize risk of injury of users who enter pools head-first (dive) from either the deck and/or starting blocks. Exhibit "D" also identifies acceptable locations for head-first entries and the use of starting blocks.
- 4.8 DISTRICT Responsibilities.** DISTRICT is responsible for the set up and breakdown of any equipment used by DISTRICT at the Aquatic Facility. All equipment used by DISTRICT must be returned to storage area and must be in the same condition as prior to DISTRICT use.
- 4.8.1** DISTRICT is responsible for the daily removal/replacement of pool blankets, unless CITY has exclusive use of the Aquatic Facility prior to or after DISTRICT exclusive use.
- 4.8.2** DISTRICT is responsible for daily removal/replacement of lane lines and water polo goals.
- 4.8.3** DISTRICT is responsible for promptly reporting any safety hazards and/or needed repairs to equipment to the CITY, if known.
- 4.8.4** DISTRICT instructors and coaches must provide CITY with copies of the following certifications: Lifeguarding, CPR/AED, First Aid and, if applicable, Water Safety Instructor upon CITY request.
- 4.9 CITY Responsibilities.** The CITY shall be responsible for the daily maintenance and custodial services to the Joint Use Area, except those items identified in Section 4.8. The CITY shall maintain proper pool water chemistry and temperature as more further described in Sections 4.9.3 and 4.9.4.

- 4.9.1** The CITY shall provide a certified lifeguard (Pool Guard), who shall be in attendance during all DISTRICT instructional/athletic times. DISTRICT agrees that no one, other than authorized DISTRICT and emergency personnel will be allowed on the pool deck or in the water without a Pool Guard on deck. DISTRICT reserves the right to provide a lifeguard/Pool Guard, at its own expense, during times when CITY has not provided for such services. Except as expressly provided in this Agreement, the Aquatic Facility is under the direct supervision of the City of San Diego Parks and Recreation Department Aquatic Management and Pool Guards. DISTRICT students, instructors, and other observers must at all times obey posted rules. DISTRICT shall report any injuries or accidents to CITY pool management/pool staff.
- 4.9.2** The CITY shall make all regular utilities payments for electricity, gas, water/sewer and solid waste disposal; and other utility services for the facilities in the Joint Use Area. Utility usage shall be determined from meters installed in a manner which will measure utility consumption of the Joint Use Facilities separately from other DISTRICT facilities.
- 4.9.3** The CITY shall be responsible for maintenance services to include routine repairs, preventative maintenance to structure and grounds, including restrooms, custodial care and clean up, and any other services as may be appropriate to the proper upkeep of the Joint Use Area. Services for the maintenance of the Aquatic Facility shall be consistent with the CITY standards of maintenance and in accordance with State of California laws and regulations governing the operation and maintenance of public swimming pools. The CITY shall perform Aquatic Facility maintenance services including but not limited to chemical treatments to the pool, cleaning of the pool, and equipment replacements such as filters.
- 4.9.4** The CITY shall maintain the temperature of the Standley Middle School pool water between 78-80 degrees.
- 4.10 Access to Joint Use Facilities.** DISTRICT and CITY shall have access to the Joint Use Facilities and keys at all times.
- 4.11 Capital Repairs and Replacements.** The CITY shall be responsible for costs for all normal wear and tear capital repairs and replacements to the Joint Use Area, including without limitation pool pump or plumbing repairs or replacement and pool shell resurfacing, except as stated in Sections 4.19, 5.5.4, 5.5.5 and 5.13. The Committee shall review and make a recommendation to the Parties on all repairs in advance.
- 4.12 Scheduling Maintenance and Renovations.** CITY shall have the right to enter the Joint Use Area for maintenance purposes during school hours upon such terms as are agreed upon by the Parties such that staff overtime is not required. The agreed upon time of maintenance shall be sensitive to the community's scheduled

recreation programs, the school's instructional and athletic programs, and the availability of maintenance staff. Aquatic Facility closure for routine maintenance tasks as well as emergency repairs shall be as stipulated in Sections 4.5 and 4.6 of this Agreement.

- 4.13 Additional Hours of Use.** CITY and DISTRICT may negotiate additional hours as necessary, when use by one Party is desired during a time when the other Party has exclusive use of the Joint Use Area. The Parties must give forty-eight (48) hours' notice to the other if additional hours of use are needed, pursuant to Section 9 of this Agreement.
- 4.14 Conversion of Joint Use Area to Other Use.** CITY and DISTRICT agree that it may be necessary from time to time to adjust the boundaries of the Joint Use Area to accommodate the addition of non-recreational equipment or facilities to the School. The Parties agree that any adjustment of the boundaries of the Joint Use Area and necessary modifications to the Joint Use Facilities installed by or on behalf of the CITY or DISTRICT, or a reduction in either party's use shall be agreed to in writing by CITY and DISTRICT, pursuant to Section 3.3 of this Agreement. Thereafter, the initiating party shall: (1) obtain the other party's approval of plans; which consent shall not be unreasonably withheld; (2) provide the other party forty-five (45) calendar days written notice prior to placement of any such buildings, structures, equipment, or apparatus on the Joint Use Area; (3) at initiating party's sole expense, make any necessary modifications to the irrigation system and other improvements installed by or on behalf of the other party as agreed to when the Joint Use Area boundaries were adjusted; and (4) at the end of such use, meet with the other party to develop a restoration plan and schedule. If the CITY and DISTRICT do not agree as provided for in (1), either Party may terminate this Agreement upon written notice as provided for in Section 9.
- 4.15 Removal of Joint Use Facilities.** Reserved.
- 4.16 Portable Restrooms.** Reserved.
- 4.17 Programs, Services, and Activities.** No qualified individual with a disability, as defined by federal and state law, shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of CITY or DISTRICT which are offered or occur in the Joint Use Area, or be subjected to discrimination by CITY or DISTRICT in the use of the Joint Use Area.
- 4.18 Water Quality - Best Management Practices and Storm Water Pollution Prevention Plan.** CITY and DISTRICT are committed to the implementation of programs to manage activities on the Joint Use Area in a manner which aids in the protection of San Diego's water quality. All maintenance and construction activities associated with the Joint Use Area shall comply with the Environmental Protection Agency's National Pollution Discharge Elimination System program,

the Clean Water Act and any Storm Water Pollution Prevention Plan (SWPPP) approved by the appropriate governing authority, if applicable.

- 4.19 Litter, Vandalism and Graffiti Removal.** The DISTRICT shall be responsible for collection and removal of litter, repair of vandalism and removal of graffiti and/or painting of surfaces within the Joint Use Area that occur during DISTRICT's respective hours of use, as described in Section 4.2. CITY shall be responsible for collection and removal of litter, repair of vandalism and removal of graffiti (including walls) and/or painting of surfaces that occur within the Joint Use Area during CITY's respective hours of use, as described in Section 4.1. CITY and DISTRICT to share costs for collection and removal of litter, repair of vandalism and removal of graffiti and/or painting of surfaces within the Joint Use Area that occur when the facility is closed and during Simultaneous Use.
- 4.20 Swanson Pool Use.** CITY to provide use of adjacent Swanson Pool to DISTRICT for educational programs at no charge to DISTRICT. Hours of use of Swanson Pool by DISTRICT will be offset with hours of use of Joint Use Facilities by CITY. A like kind exchange of hours shall not require an amendment to this Agreement. DISTRICT shall notify CITY at least two (2) days prior to DISTRICT's intended use of the Swanson pool. CITY shall have complete discretion to maintain and operate Swanson Pool pursuant to CITY standards, and CITY shall have right to continue classes and programs in the event of simultaneous use with the DISTRICT.
- 4.20.1** If CITY removes Swanson Pool from public use for more than six (6) months in one calendar year, unless the closure is necessitated by major repairs and refurbishment of the Swanson pool and CITY is making diligent progress toward completion of the repairs, DISTRICT shall have the right to terminate this Agreement in its sole and absolute discretion.

5. DISTRICT and CITY Responsibilities.

- 5.1 Construction of Joint Use Facilities.** DISTRICT agrees to construct or cause to be constructed, at the DISTRICT's expense, upon the Joint Use Area as delineated in Exhibit "A" of this Agreement, including, but not limited to, the amenities described as Joint Use Facilities and in accordance with approved plans and specifications prior to the commencement of construction. All such construction work shall be accomplished by DISTRICT employees or by the DISTRICT's contracting agents directly under control of DISTRICT. All construction shall meet the requirements and standards of CITY and DISTRICT and all applicable provisions of the California Education Code and California Code of Regulations. DISTRICT will require its contracting agents to secure a Right of Entry permit from the CITY before any construction activities are performed on CITY land. When improvements are made utilizing CITY standards, CITY shall be included in construction submittals and inspections of those elements and shall be allowed to participate in the preparation of contractor punch lists, including any plant establishment and/or plant maintenance periods.

DISTRICT will work with the CITY's Aquatics staff in the planning and design of the Aquatic Facility.

- 5.2 Disabled Accessibility.** As required elsewhere in this Agreement, DISTRICT shall construct or cause to be constructed within the Joint Use Area, the Joint Use Facilities, and all paths of travel to the Joint Use Facilities within the Joint Use Area and all accessible routes from the adjacent public right-of-way consistent with the requirements of state and federal law for disabled access, including the California Government Code section 4450, et. seq., the California Building Code in the California Code of Regulations at Title 24, the Americans with Disabilities Act, and the Americans with Disabilities Act Accessibility Guidelines. When a conflict exists amongst requirements, the most restrictive requirement shall be followed, i.e., that which provides for the greater access. Said accessible routes shall be available during and after school hours. Both Parties agree to meet and determine the agency responsible for the path of travel to meet disabled accessibility regulations from other non-joint use areas on DISTRICT property.
- 5.3 Joint Use Parking Lot. Reserved.**
- 5.4 Utilities.**
- 5.4.1** DISTRICT shall install the new water, gas and electrical points of connection for the Joint Use Facilities.
- 5.4.2** CITY shall be responsible for the cost of all utilities associated with the Joint Use Facilities.
- 5.5 Walls, Stairs, Pedestrian Ramps, Walkways, Planters, Mow Curbs, Pool Deck, Pool Shell, and Retaining Walls within and leading to the Joint Use Area.**
- 5.5.1** DISTRICT shall be responsible for the installation of pool deck, pool shell, walls, pedestrian ramps, walkways, planters, mow curbs and retaining walls constructed for the Joint Use Area, as depicted on the Approved Plans.
- 5.5.2** DISTRICT shall ensure such work noted in this section meets all local, state and federal safety and accessibility regulations located within the Joint Use Area, as depicted on Exhibit "A" of this Agreement.
- 5.5.3** Repair of vandalism to pool deck, pool shell, walls, pedestrian ramps, walkways, planters and retaining walls within and leading to the Joint Use Area shall be in accordance with Section 4.19 of this Agreement.
- 5.5.4** DISTRICT shall be responsible for structural and non-structural repairs of pool deck, walls, planters, mow curbs and retaining walls that are installed by the DISTRICT, except as noted in Section 4.19.

5.5.5 Both Parties agree to meet as necessary, to assess the conditions of the pool deck, walkways and pedestrian ramps within the Joint Use Area and existing walkways, stairs and pedestrian ramps leading to the Joint Use Area that are used to access the Joint Use Area during CITY's hours of use. If there are necessary structural or non-structural repairs to said pool decks, walkways and pedestrian ramps DISTRICT shall repair the damage. Prior to repair, CITY and DISTRICT shall assess damage and agree on cost for repair. DISTRICT shall invoice CITY half of the cost of the repairs and CITY shall reimburse DISTRICT as required.

5.6 Adjacent Areas. Reserved.

5.7 Storm Drain System.

5.7.1 DISTRICT shall be responsible for the installation of any new storm drain system within the Joint Use Area as depicted in the Joint Use Area construction documents.

5.7.2 DISTRICT shall be responsible for the repair and maintenance of any storm drain system located within DISTRICT property within the Joint Use Area for the term of the Agreement except as stated otherwise in this Agreement.

5.7.3 CITY shall be responsible for the repair and maintenance of any storm drain system located within CITY property within the Joint Use Area for the term of the Agreement.

5.7.4 CITY shall be responsible for cleaning clippings and debris out of the storm drain system within the Joint Use Area that accumulates due to CITY maintenance of the Joint Use Area. If it is mutually determined that CITY damaged the storm drain system during CITY maintenance or if the storm drain system becomes damaged as a result of a lack of CITY cleaning of clippings or debris, CITY shall reimburse the DISTRICT one hundred percent (100%) of the costs to repair the storm drain system within the Joint Use Area.

5.8 Fencing Areas. DISTRICT shall be responsible for installation of all new fencing, including associated mow curbs, around the perimeter of the Joint Use Area. Fencing must accommodate access for CITY maintenance vehicles and for the pedestrian access to the Joint Use Area, as agreed upon by CITY and DISTRICT. DISTRICT shall be responsible for maintenance and repair of all fencing, unless the maintenance or repair is required due to CITY's negligent acts or omissions or occurs in or on CITY owned property located outside of the Joint Use Area.

5.9 Backstops. Reserved.

5.10 Children's Play Area and Playground Equipment. Reserved.

5.11 Hard Courts. Reserved.

5.12 Maintenance. Reserved.

5.13 Joint Use Area Damage Assessment and Repair. If pool equipment or the Joint Use Facilities are damaged by either CITY or DISTRICT during the term of this Agreement, CITY shall repair the damage. Prior to repair, CITY and DISTRICT shall assess damage and agree on cost for repair. If DISTRICT is responsible for the damage, CITY shall invoice DISTRICT and DISTRICT shall reimburse CITY as required.

5.13.1 DISTRICT shall be responsible for repair or replacement of all DISTRICT exclusive use items, such as starting blocks.

5.14 Maintenance of Walking Track. Reserved.

5.15 Sports Field Lighting. Reserved.

5.16 Portable Restrooms. Reserved.

5.17 Trees within the Joint Use Area. CITY shall be responsible for all maintenance of new trees installed in the Joint Use Area as indicated on Exhibit "A", which shall include, but is not limited to, tree trimming, pruning, shaping, treatments for disease and insect infestation, replacement of dead or dying trees, and fertilization. New trees planted by the DISTRICT not indicated on Exhibit A shall be the sole responsibility of the DISTRICT to maintain.

5.18 Drinking Fountain. DISTRICT shall be responsible for all maintenance of any drinking fountain within the Joint Use Area and invoice CITY for 50% of those costs except with respect to cartridge filter replacement which shall be at the DISTRICT's sole cost. CITY shall reimburse DISTRICT in accordance with the terms of this Agreement.

5.19 Maintenance of Pool Lighting. CITY shall be responsible for all maintenance of the pool lighting.

5.20 Maintenance of DG Fields. Reserved.

5.21 Joint Use Facilities/Area Construction Reimbursement.

5.21.1 Right to Reimbursement. Notwithstanding any other provisions of this Agreement, the DISTRICT shall be entitled to reimbursement in an amount not to exceed \$90,000.00 from CITY for the construction of the Joint Use Facilities and improvements to the Joint Use Area.

5.21.2 Type of Reimbursement. DISTRICT shall be entitled to reimbursement for any costs incurred by DISTRICT pursuant to the following:

After this Agreement is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40, CITY shall reimburse DISTRICT a sum not to exceed \$90,000.00 in accordance with the method outlined in section 5.21.3.

5.21.3 Method of Reimbursement. DISTRICT shall submit to CITY a request for reimbursement for costs incurred for the construction of the Joint Use Facilities for which DISTRICT was not previously reimbursed [Reimbursement Request]. The Reimbursement Request must clearly identify the costs for which the reimbursement is requested. The Reimbursement Request must also include all relevant documents in accordance with section 5.21.4. CITY will have thirty (30) calendar days from receipt of the request for reimbursement to determine if all relevant documents have been submitted. If CITY determines it requires additional documentation, CITY shall specify the additional documentation required and submit the request for documentation to the DISTRICT no later than forty-five (45) days from the date on which DISTRICT submitted its request for reimbursement. DISTRICT shall provide additional documentation within thirty (30) calendar days. CITY is not obligated to reimburse the DISTRICT until CITY has received all relevant documentation to support Reimbursement Request. After CITY approves the Reimbursement Request Documentation, and all appropriate cost documentation has been received, CITY shall reimburse DISTRICT within forty-five (45) calendar days of receipt of complete Reimbursement Request Documentation in accordance with Section 5.21.2.

5.21.4 Verification of Reimbursement Request. DISTRICT shall supply the following documentation with the Reimbursement Request [Reimbursement Request Documentation] and it shall be processed in the following manner:

- The DISTRICT shall submit two (2) copies of the following documents: a copy of contractor's invoice to District or Application and Certification of Payment, proof of District's payment to the contractor, and a cover letter and invoice to CITY's Parks and Recreation Department Director per Section 9 of this Agreement.
- Prior to the approval of the Reimbursement Request, CITY has the right to verify whether or not the materials and work for which reimbursement is being requested have been installed and performed as represented in the Reimbursement Request and constructed per Approved Plans and Specifications as defined in Recital I and referenced in Section 5.1, subject to any change orders.

5.21.5 Non-reimbursable Costs. The DISTRICT is not entitled to reimbursement for any cost or expenditure that is outside of this Agreement.

5.21.6 CITY's Failure to Contribute. CITY shall not be entitled to use the Joint Use Facilities until such time DISTRICT has been reimbursed the entire \$90,000. If CITY is prohibited from using the Joint Use Facilities pursuant

to this section, CITY shall have no obligation to maintain the facilities or perform any other obligation under the Agreement.

6. **Healthy Schools Act.**

CITY shall be responsible for compliance with all requirements of the Healthy Schools Act of 2000 (AB 2260) in the application of pesticides on the Joint Use Area. Whenever any pesticide use is intended on, or around the field (whether school is in session or not), CITY shall notify the DISTRICT, pursuant to Section 9 of this Agreement, at least fourteen (14) days prior to any such application, disclosing the specific type of pesticide that shall be used (DISTRICT approved pesticides only). CITY shall also post warning signs as required by AB 2260, twenty-four (24) hours prior to any pesticide application and leave warning signs posted for seventy-two (72) hours after the application. The CITY shall be responsible for removing the posted signs in a timely manner after the posting period. CITY shall notify parents/guardians/staff who have requested in writing to be notified seventy-two (72) hours prior to a pesticide application. The DISTRICT's Integrated Pest Management office shall supply a list of those individuals who wish to be notified to the CITY designee in charge of the pesticide application. Notice shall include product name, the active ingredient(s) in the product, and the intended area and date of application. CITY shall maintain pesticide records for four (4) years following application of any pesticides. For additional requirements or information, CITY may contact the California Department of Pesticide Regulation, at (916) 445-4400.

7. **Additional Improvements.**

- 7.1 Approval for Additional Improvements within the Joint Use Area.** Additional Improvements for non-instructional purposes shall not be installed by either Party within the Joint Use Area, nor shall construction of additional improvements begin, until plans and specifications for the improvements are reviewed and approved by both Parties.
- 7.2 Accessibility.** No new construction or alteration shall occur that reduces or negatively affects disabled access to the Joint Use Area, including any negative impact to paths of travel or accessible routes.
- 7.3 Ownership.** All CITY-financed improvements, if any, installed during the term of this Agreement in the Joint Use Area shall remain the property of CITY. All DISTRICT-financed improvements installed during the term of this Agreement in the Joint Use Area shall remain the property of DISTRICT. Title to the DISTRICT-owned real property subject to the Agreement shall continue to be held by the DISTRICT. Title to the CITY-owned real property subject to the Agreement shall continue to be held by the CITY.

8. **Insurance and Indemnification.**

- 8.1 Indemnity.** DISTRICT agrees to defend, indemnify, protect and hold CITY, 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 DISTRICT's employees, invitees, guests, agents, or officers, caused by the sole negligence or willful misconduct of DISTRICT, its agents or employees in connection with the performance of this Agreement and/or the use of the Joint Use Area, the Joint Use Facilities or the School. CITY agrees to defend, indemnify, protect and hold DISTRICT, 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 CITY's employees, invitees, guests, agents, or officers, caused by the sole negligence or willful misconduct of CITY, its agents or employees in connection with the performance of this Agreement and/or the use of the Joint Use Area, Joint Use Facilities, or the School.

If it is finally determined, by agreement between the Parties or a court of competent jurisdiction, that liability was caused by the comparative negligence or willful misconduct of one or more Parties, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined, including its' reasonable attorney's fees and defense costs, in proportion to the established comparative liability.

8.2 Insurance. CITY and DISTRICT acknowledge and warrant that they are self-insured in compliance with the laws of the State of California, that their self-insurance covers persons acting on their behalf or under their control, and that their self-insurance covers their use of the Joint Use Area as contemplated by this Agreement. The Parties further warrant that they shall notify the other Party of any insurance coverage change at least thirty (30) days prior to the change in accordance with the notice provisions of this Joint Use Agreement. Any coverage change that would reduce the amount of coverage must be approved by the other Party, which approval shall not be unreasonably withheld.

8.3 Workers' Compensation Insurance. CITY and DISTRICT acknowledge and warrant that they maintain, and shall maintain for the term of this Agreement, Workers' Compensation coverage as required by law.

9. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective (a) when delivered to the recipient by personal delivery or facsimile transmission, (b) on the second business day after mailing by certified or registered United States mail, or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, addressed to the Party at the address shown below:

If to CITY: Parks and Recreation Department Director
 City of San Diego
 202 'C' Street, M.S. 37C
 San Diego, California 92101
 Facsimile No.: (619) 525-8220

If to DISTRICT: Superintendent
San Diego Unified School District
4100 Normal Street
San Diego, California 92103-2682
Facsimile No.: (619) 291-7182

With Copy to: Director, Real Estate
San Diego Unified School District
4860 Ruffner Street, Annex 14
San Diego, California 92111
Facsimile No.: (858) 541-7854

10. General Provisions.

10.1 Quiet Possession. DISTRICT and CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold and enjoy the Joint Use Area.

10.2 Entry, Maintenance and Inspection. CITY and DISTRICT each reserve and shall have during the Term of this Agreement, the right to enter upon the Joint Use Area for the purpose of viewing and ascertaining the condition thereof, and for the purpose of maintaining of the Joint Use Facilities that cannot be accommodated during non-school hours. The time of maintenance shall be agreed upon by DISTRICT's Site Administrator and CITY's maintenance supervisor and shall be sensitive to the community's scheduled recreation programs, the DISTRICT's curricular and extra-curricular programs, and the availability of maintenance staff. In the event of nonscheduled maintenance or repairs, CITY staff will check in at the school office prior to entering the site.

10.3 Assignment. CITY shall not assign this Agreement or any interest herein without the prior written consent of DISTRICT. Any such assignment without such consent shall be void. CITY reserves the right to enter into a partial assignment agreement with a third party to fulfill its maintenance responsibility. DISTRICT shall reserve the right to review and approve the proposed third party maintenance agreement. DISTRICT shall receive a copy of the final third party agreement. Any partial assignment shall include the requirements of Sections 10.4 for any persons performing services where such services involve contact with DISTRICT students.

10.4 Screening Requirements.

10.4.1 Tuberculosis. CITY shall ensure that prior to providing any services in or on the Joint Use Area that it has complied with Public Resources Code Section 5163, which provides that no person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city

or county in a position requiring contact with children unless the person produces or has on file with the city or county a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis and, that any such employee has been subsequently screened pursuant to Section 5163(b).

10.4.2 Background Check. CITY shall ensure that each person assigned to provide services in the Joint Use Area has been screened in accordance with Public Resources Code section 5164, prohibited criminal offenses. In no event shall CITY employees, contractors, agents or volunteers have unsupervised contact with DISTRICT students during DISTRICT use without complying with the requirements of Education Code sections 45125.1, 35021.1, and 35021.2.

10.4.3 Pool Staff. The provisions of this Section 10.4.3 shall apply to the Pool/Lifeguards provided by the CITY to perform services under this Agreement. CITY shall comply with the requirements of California Education Code sections 45125.1, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for CITY's employees, volunteers, and independent contractors prior to providing service to any DISTRICT student. One or both of these requirements may be waived if the DISTRICT, in its sole and absolute discretion, determines that CITY and/or its employees, volunteers, and any independent contractors/consultants will not have any contact with DISTRICT students, as applicable.

10.4.4 CDOJ clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 45122.1, unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 45125.1(f)(1) or (f)(2).

- CITY shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person.
- Upon request of the DISTRICT, CITY shall certify in writing that CITY has at all times complied with this section of the Agreement.
- CITY must obtain clearance from the CDOJ verified with CITY's Originating Agency Identifier number ("ORI"). CITY employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining

criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees.

- Administrative staff for CITY not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to confidential DISTRICT student information shall not be required to obtain TB clearance.

10.4.5 CITY shall provide each employee(s) and/or contractor(s) in contact with DISTRICT students with an identification badge that exhibits the employee name and a picture of the employee.

10.5 Compliance with Law. CITY and DISTRICT shall comply, and shall secure compliance by persons within their control and authority, with all the requirements of state and federal authorities now in force, or which may hereafter be in force, pertaining to the Joint Use Area, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force, in the use of Joint Use Area by persons within their respective control and authority. This includes compliance with Public Resources Code section 5163.

10.6 Time is of the Essence. Time is of the essence for each and all of the terms and provisions of this Agreement.

10.7 Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

10.8 Remedies. In the event that either Party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that Party and shall fail to cure the default within thirty (30) days following the service on the defaulting Party of a written notice, pursuant to Section 9 of this Agreement, from the second Party specifying the default complained of, then the second Party may, at its option, without further notice or demand upon the defaulting Party or upon any person claiming through the defaulting Party, immediately terminate this Agreement and all rights of the defaulting Party, and of all persons claiming rights through the defaulting Party. Notwithstanding the above provisions, in the event that any default cannot be cured within thirty (30) days after the service of written notice upon the defaulting Party, the second Party shall not terminate the Agreement pursuant to the default if the defaulting Party immediately commences to cure the default and diligently pursues such cure to completion.

10.9 Termination. Notwithstanding the provisions of Section 10.8, the Parties agree as

follows:

10.9.1 DISTRICT and CITY acknowledge that the term of this Agreement may extend over multiple fiscal years of CITY and DISTRICT, and CITY and DISTRICT understand and agree that any financial obligation, in kind obligation and work under this Agreement is contingent on CITY's City Council and DISTRICT's Board of Education, respectively, appropriating funding for and authorizing such financial amount, in kind and work for those fiscal years. In the event sufficient funds are not duly appropriated and authorized or the budget not approved for any given fiscal year to provide the financial amount, in kind and work, the party who is unable to provide the funds required under this Agreement will notify the other party and the notified party may then terminate this Agreement upon ninety (90) days prior written notice to the notifying party in accordance with Section 9. Each party acknowledges and agrees that the other party is not obligated to provide any financial amount, in kind and work not duly budgeted, appropriated and authorized by its respective governing body.

10.10 Legal Proceedings. The Parties agree that the laws of the State of California shall be used in interpreting this Agreement and shall govern all disputes and determine all rights under this Agreement.

10.11 Entire Agreement. This Agreement contains the complete expression of the whole Agreement between the Parties hereto and there are no promises, representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein.

10.12 Severance. If any part of this Agreement is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.

10.13 Nondiscrimination. DISTRICT and CITY shall not discriminate in any manner against any person or persons on the basis of race, color, gender, religion, national origin, ethnicity, sexual orientation, age, marital status, or disability in the providing of goods, services, facilities, advantages, and the holding and obtaining of employment. DISTRICT and CITY shall not allow such discrimination by others who are within their respective control and who from time to time may use the Joint Use Area with the permission and on the terms and conditions specified by either Party.

11. CITY and DISTRICT Approval.

Whenever an act or approval is required by CITY pursuant to the terms of this Agreement, that act or approval shall be performed by the Mayor or his/her duly designated representative. Whenever an act or approval is required by DISTRICT pursuant to the terms of this Agreement, except an amendment to the terms of this Agreement, that act or approval shall be performed by

the Superintendent or his/her duly designated representative.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego acting by and through its Mayor pursuant to Ordinance No. 0-21175 authorizing such execution, and by the San Diego Unified School District of San Diego County, California, acting by and through its Superintendent pursuant to approval by its Board of Education.

{SIGNATURES ON FOLLOWING PAGE}

THE CITY OF SAN DIEGO,
a Municipal Corporation

SAN DIEGO UNIFIED SCHOOL DISTRICT
a public school district of the State of California

By: 
~~Kris Mitchell~~ CYBIL & TRONSON

DocuSigned by:
By: Gene Fuller
4892580387490...

Title: Chief Operating Officer OLNACM
RCM ESUM
ASSOTS

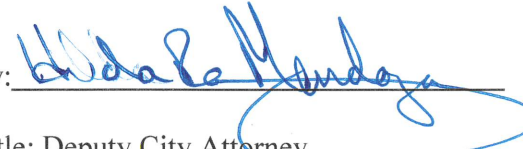
Title: Director, Real Estate

Date: 3/20/20

Date: April 28, 2020

APPROVED AS TO FORM BY
MARA W. ELLIOTT,
CITY ATTORNEY

APPROVED AS TO FORM AND
LEGALITY BY

By: 
Title: Deputy City Attorney

DocuSigned by:
By: Kimberly A. Chapin
C28933323E32407...
KIMBERLY A. CHAPIN, Assistant
General Counsel II
SAN DIEGO UNIFIED SCHOOL
DISTRICT

Date: March 27, 2020

Date: April 8, 2020

Approved in public meeting of the Board of
Education of the San Diego Unified School
District on 9/10/2019

DocuSigned by:
Martha Stultz
Martha Stultz, Board Action Officer, Board
of Education

0-21175

- Exhibit "A": Depiction of the Joint Use Area
- Exhibit "B": Calculation of Financial Contributions
- Exhibit "C": Annual Aquatic Facility Usage Schedule

EXHIBIT "A" Depiction of the Joint Use Area

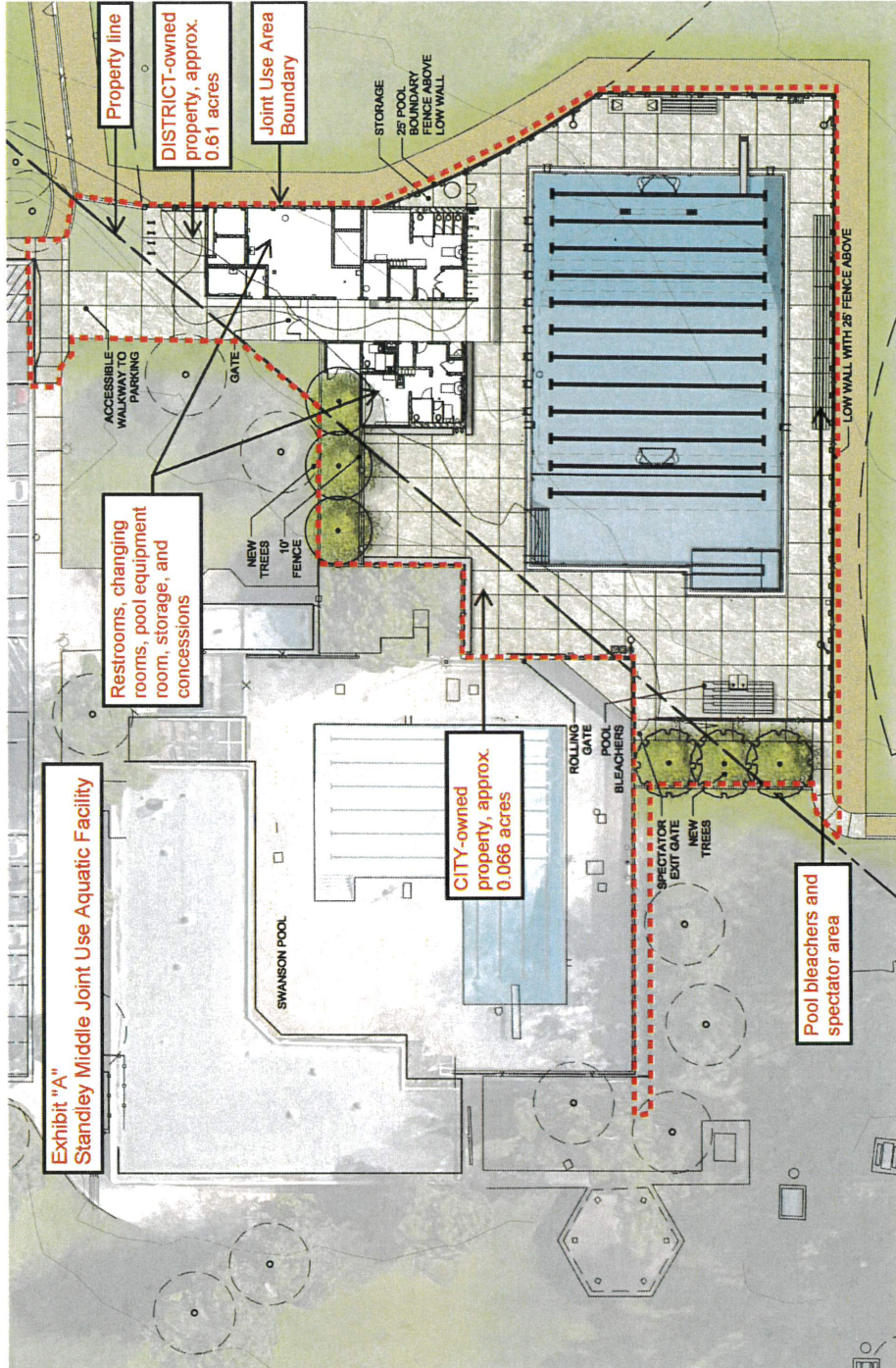


EXHIBIT "B"
STANDLEY MIDDLE SCHOOL AQUATIC FACILITY
CALCULATION OF FINANCIAL CONTRIBUTIONS

Value of DISTRICT's Land Contribution	\$871,000 /ACRE	X	0.61 acres	=	\$531,310
Value of DISTRICT's Development Contribution			\$8,000,000	=	\$8,000,000
TOTAL DISTRICT CONTRIBUTION					\$8,531,310
Value of CITY's Land Contribution	\$871,000 /ACRE	X	0.066 acres	=	\$57,486
Value of CITY's Development Contribution	<i>[Reimbursement for proposed improvements on City owned land]</i>		\$90,000		\$90,000
One time CITY Maintenance Expense			\$45,000		\$45,000
TOTAL INITIAL CITY CONTRIBUTION					\$192,486
Value of CITY's Operations and Maintenance Contribution	<i>[Estimated costs]</i>		\$450,000	=	\$450,000/YEAR
TOTAL ANNUAL OPERATIONS AND MAINTENANCE CITY CONTRIBUTION					\$450,000/YEAR

Exhibit "C"
Annual Aquatic Facility Usage Schedule

STANDLEY MIDDLE SCHOOL AQUATIC FACILITY
Site Name

School Address:

Principal Name and Phone #:

District Director of Physical Education Name and Phone #:

Head Custodian Name and Phone #:

Area Manager Name and Phone #:

District Manager Name and Phone #:

Joint Use Agreement Date:

Expires:

City Document No.:

Joint Use Area Description (0.676 acres):

- 25 yard x 35 meter Swimming Pool.
- Aquatic Facility Building which includes Restrooms, Changing Rooms, Pool Equipment Room, Storage Room and Concessions.
- Pool Deck and associated hardscape
- Pool Bleachers
- Spectator Area
- Diving Board
- Pool Lighting
- Pool Enclosure Fencing and Gates
- Starting Platforms

Dates of Known Special Events Planned:

Additional Information:

Exhibit "C"
Annual Aquatic Facility Usage Schedule
STANDLEY MIDDLE SCHOOL AQUATIC FACILITY

Schedule of Hours (Assumes 4 week Aquatic Facility closure commencing four weeks prior to end of District's school year)

Spring/ Winter/ Fall Aquatic Facility Hours (37 weeks)/DISTRICT SCHOOL YEAR							
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
City Reserved Exclusive Use	7:00 - 9:30am	7:00 - 9:30am	7:00 - 9:30am	7:00 - 9:30am	7:00 - 9:30am	7:00 - 11:00am (31 Saturdays)	12:00 - 3:00pm
District Exclusive Use	9:30am - 1:00pm 3-6pm	9:30am - 1:00pm 3-6pm	9:30am - 1:00pm 3-6pm	9:30am - 1:00pm 3-6pm	9:30am - 1:00pm 3-6pm	Up to 6 Saturdays for District Exclusive Use	
District Breaks (Excluding Summer) Aquatic Facility Hours (4 weeks)/DISTRICT SCHOOL YEAR							
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
City Reserved Exclusive Use	7:00 - 9:30am	7:00 - 9:30am	7:00 - 9:30am	7:00 - 9:30am	7:00 - 9:30am	7:00- 11:00am	12:00 - 4:00pm
District Exclusive Use	10:00am - 4:00pm	10:00am - 4:00pm	10:00am - 4:00pm	10:00am - 4:00pm	10:00am - 4:00pm		
Summer Aquatic Facility Hours (7 weeks)							
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
City Reserved Exclusive Use	7:00am - 7:00pm	7:00am - 7:00pm	7:00am - 7:00pm	7:00am - 7:00pm	7:00am - 5:00pm	7:00am - 4:00pm	12:00pm - 4:00pm

Approvals:

 Standley Aquatic Facility Joint Use
 Committee (authorized representative)

 Date

 Principal

 Date

 District Director of Physical Education

 Date

 City Aquatics District Manager

 Date

- 1) As mutually agreed, this Annual Aquatic Facility Usage Schedule may be modified at any time to accommodate the changing needs of either agency.
- 2) City's Reserved Exclusive Use hours may vary.

Exhibit "D"
Head-First Entry Standards for Swimming Pools

CITY OF SAN DIEGO PARKS & RECREATION DEPARTMENT

HEAD-FIRST ENTRY STANDARDS FOR SWIMMING POOL FACILITIES

Purpose: To increase the safety and minimize the risk of injury of users who enter head-first (dive) from either the deck and/or starting blocks, and to identify acceptable locations and use of starting blocks.

Policy: To permit head-first entries (diving) into pools, for competitive and training purposes, from a starting block where the water depth is 6 ½ feet deep, and where there is at least 25 feet of forward clearance, and from the deck where water depth is 6 ½ feet, and where there is at least 15 feet of forward clearance.

When entering head-first (diving) from the deck, the area in which the swimmer is intending to dive is to be clear of all swimmers before entering, and entry into the pool is to be perpendicular to a lane, exception is only permitted when entering head-first (diving) from a starting block designated for training purposes.

The use of starting blocks will be prohibited except under the direct supervision of an instructor or coach during competition or training for competition, and the starting blocks will be removed or be made physically inaccessible when not actually in use.

ACCEPTABLE LOCATIONS AND USE OF STARTING BLOCKS				
Aquatic Facility Name	Use of Starting blocks for competitive purposes	Use of starting blocks for competitive swim training purposes	Permit diving from deep end of deck at 6½' or greater, and in water starts at shallow end during competitions	Comments
Standley Aquatic Facility	Yes	Yes	Yes	

Item 51 2-24-20

(O-2020-78)

ORDINANCE NUMBER O- 21175 (NEW SERIES)

DATE OF FINAL PASSAGE MAR 02 2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF THREE JOINT USE AGREEMENTS BETWEEN THE CITY OF SAN DIEGO AND SAN DIEGO UNIFIED SCHOOL DISTRICT FOR STANDLEY MIDDLE SCHOOL FACILITIES, STANDLEY COMMUNITY PARK FACILITIES, AND SPRECKELS ELEMENTARY SCHOOL FACILITIES, AND REIMBURSEMENT TO SAN DIEGO UNIFIED SCHOOL DISTRICT FOR \$90,000.

WHEREAS, the City of San Diego (City) and the San Diego Unified School District (District) have been cooperating in the use of numerous recreational facilities since 1948; and

WHEREAS, the Play All Day Parks Program is an initiative put forth in 2016 by Mayor Kevin L. Faulconer and the District's Superintendent, Cindy Marten, to break ground on over 45 new joint-use park sites citywide in the next five to ten years. The new joint-use parks will be opened on existing school sites and, for the most part, will be constructed with the District's Proposition S and Z bond funding. The City will commit to operating and maintaining the new joint-use parks; and

WHEREAS, the District owns Standley Middle School located at 6298 Radcliffe Drive, in the University Community Planning Area (Standley School) and Spreckels Elementary School located at 6033 Stadium Street, in the University Planning Area (Spreckels School); and

WHEREAS, the City owns Standley Community Park located at 3585 Governor Drive, in the University Community Planning Area (Standley Community Park); and

WHEREAS, the District leased a portion of the Standley School and Spreckels School to City for a term of ninety-nine years pursuant to the terms and conditions of the lease dated

January 30, 1975, as subsequently amended, and on file in the Office of the City Clerk as Document No. 750600 (Lease); and

WHEREAS, the City and the District desire to terminate the Lease and enter into three separate joint use agreements as follows: (1) for Standley School for 25 years to provide recreational programming for both parties and allow for City operation and maintenance of approximately 12.58 acres of irrigated natural turf fields, ball fields, pavilion, decomposed granite walking track, asphalt parking lots, and associated infrastructure; (2) for Standley School for 15 years to provide aquatic recreational programming for both parties and allow for City operation and maintenance of an Aquatic Complex and approximately 0.676 acres of pool deck and associated infrastructure, and to reimburse the District in an amount not to exceed \$90,000 for associated aquatic facilities to be constructed by the District at Standley Community Park; and (3) for Spreckels School for 25 years to provide recreational programming for both parties and allow for City operation and maintenance of approximately 4.99 acres of irrigated natural turf field, ball field, decomposed granite walking track, asphalt hardcourts, asphalt parking lot, drinking fountains, and associated infrastructure; and

WHEREAS, under Charter section 99, no contract, agreement, or obligation extending for a period of more than five years may be authorized except by ordinance approved by a two thirds' majority vote of the City Council; NOW THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego (Council), as follows:

Section 1. That the Mayor, or his designee, is hereby authorized and directed to execute the Agreement for the Construction, Operation, Maintenance, and Use of Joint Use Facilities at Standley Middle School, on file in the Office of the City Clerk as Document

No. OO- 21175-1, between the City of San Diego and the San Diego Unified School District, for the joint use of a portion of Standley Middle School.

Section 2. That the Mayor, or his designee, is hereby authorized and directed to execute the Agreement for the Construction, Operation, Maintenance, and Use of Joint Use Facilities at Standley Middle School Aquatics and Use of Swanson Pool, on file in the Office of the City Clerk as Document No. OO- 21175-2, between the City of San Diego and the San Diego Unified School District, for the joint use of a portion of Standley Middle School and Standley Community Park.

Section 3. That the Mayor, or his designee, is hereby authorized and directed to execute the Agreement for the Construction, Operation, Maintenance, and Use of Joint Use Facilities at Spreckels Elementary School, on file in the Office of the City Clerk as Document No. OO- 21175-3, between the City of San Diego and the San Diego Unified School District, for the joint use of a portion of Spreckels Elementary School.

Section 4. That the lease, as amended, on file in the Office of the City Clerk as Document No. 750600, is terminated upon the effective date of the joint use agreements authorized by this Ordinance.

Section 5. That the Chief Financial Officer, or his designee, is hereby authorized to de-appropriate \$90,000 of Fund 400134, University So.-Urban Comm, From AGF00007 Park Improvements.

Section 6. That the Chief Financial Officer, or his designee, is hereby authorized to reimburse the San Diego Unified School District for the construction costs of the joint use area in Standley Community Park in an amount not to exceed \$90,000 from Cost Center 1714111211 Fund 400134, University City So.-Urban Comm, contingent upon the Chief Financial Officer

first furnishing one or more certificates demonstrating that funds necessary for expenditure are, or will be, on deposit with the City Treasury.

Section 7. That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 8. That this Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By Hilda R. Mendoza
Hilda R. Mendoza
Deputy City Attorney

HRM:nja
01/17/20
Or. Dept: Parks & Recreation Dept.
Doc. No.: 2294948

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of FEB 24 2020.

ELIZABETH S. MALAND
City Clerk

By Connie Peterson
Deputy City Clerk

Approved: 3/2/2020
(date)

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on FEB 24 2020, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage MAR 02 2020.

AUTHENTICATED BY: KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal) ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on FEB 11 2020, and on MAR 02 2020.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal) ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

Office of the City Clerk, San Diego, California
Ordinance Number O- 21175

Passed by the Council of The City of San Diego on February 24, 2020, by the following vote:

YEAS: **BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, SHERMAN,
MORENO, & GÓMEZ.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Connie Patterson**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. **O-21175** (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on **February 11, 2020**, and on **March 2, 2020**.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy