AGREEMENT FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND USE OF JOINT USE FACILITIES AT ELLEN BROWNING SCRIPPS ELEMENTARY AND SCRIPPS RANCH COMMUNITY PARK [LEGACY SITE]

THIS AGREEMENT [Agreement] for the Construction, Operation, Maintenance and Use of Joint Use Facilities, as further described in Section 1, below, at Ellen Browning Scripps Elementary [School] and Scripps Ranch Community Park is entered into this 16th day of November, 2021, between the CITY OF SAN DIEGO, a California 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 "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 beginning with the CITY-DISTRICT Recreation Agreement of September 1948.

E. CITY desires to supplement park acreage to meet community recreational needs by using 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. It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment 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 to provide for both Parties' educational and recreational programs.

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OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

below, and Education Code 17464. Reimbursement for the remaining value of the Joint Use Facilities shall be in accordance with Section 2.6, below.

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, below. Reimbursement for the remaining value of the Joint Use Facilities shall be in accordance with Section 2.6, below, if said lease does not provide for the continuation of Joint Use.

2.4 **CITY Wishes to Use or Sell CITY Property.** If at any time during the Term, CITY should propose to use for other than recreation purposes or sell CITY Property, CITY shall so notify the DISTRICT in writing pursuant to Section 9, below. Reimbursement for the remaining value of the Joint Use Facilities, if any, shall be in accordance with Section 2.6, below.

2.5 **CITY Leases CITY Property**. If at any time during the Term, CITY should determine that the CITY Property is no longer needed for recreation purposes and if CITY should propose to lease the CITY Property, CITY shall so notify the DISTRICT in writing pursuant to Section 9, below. Reimbursement for the remaining value of the Joint Use Facilities shall be in accordance with Section 2.6, below, if said lease does not provide for the continuation of Joint Use.

2.6 **Remaining Value Reimbursement.** If events in Sections 2.2, 2.3, 2.4 or 2.5, above, 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 5.22, below, which will also be reduced due to amortization. However, if this Agreement is terminated on or after 10 years from the Term Commencement Date, 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.

4.3 **Annual Site Use Schedule.** The CITY and the DISTRICT shall complete the Annual Site Use Schedule, which will be attached to this Agreement as Exhibit "C", prior to completion of construction of Joint Use Facilities and thereafter annually just prior to the beginning of each new school year. The Annual Site Use Schedule may be modified, upon mutual consent, at any time during the school year to accommodate site specific needs.

4.4 **Wet Conditions.**

4.4.1 To avoid severe damage DISTRICT and CITY should not use the turfed field and running track, if applicable, after substantial rain or if irrigation has created excessively wet conditions. Any damage caused by either Party shall be addressed in accordance with Section 5.13, below.

4.4.2 DISTRICT shall notify the CITY if irrigation is creating excessively wet conditions.

4.5 **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 neither CITY or DISTRICT are required to incur the cost of overtime for their respective staff. The agreed upon time of maintenance shall be sensitive to the community's scheduled recreation programs, the school's instructional, curricular and extra-curricular programs, and the availability of maintenance staff. CITY must give forty-eight (48) hours' notice to DISTRICT for renovations to be performed during school hours except in the event of an emergency that may impact health, safety or property. Major maintenance or renovation of Joint Use Facilities shall be scheduled to occur at times of the year when the impact can be shared equally by both Parties but with an effort to ensure the least disruption to DISTRICT educational activities. CITY has estimated that major turf maintenance or renovation activities will total approximately six (6) weeks. CITY must give sixty (60) calendar days' notice to DISTRICT for any major maintenance or renovation.

4.6 **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, below.

4.7 **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 resultant 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, above.

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.** If a Joint Use Parking Lot is identified on attached Exhibit 'A" then:

5.3.1 DISTRICT shall be responsible for installation and maintenance of the Joint Use Parking Lot including pavement re-striping, slurry coating, overlay, maintenance of the landscaping (including trees) and irrigation, weeding, litter control, and general clean up unless landscaping and trees are irrigated by CITY's joint use water meter.

5.3.2 CITY shall reimburse DISTRICT fifty percent (50%) of incurred costs for maintenance and repairs related to the re-striping, slurry coating and overlay.

5.3.3 Cost incurred by DISTRICT for maintenance of landscaping (including trees) and irrigation shall not be subject to reimbursement by CITY.

5.4 **Utilities.** CITY and DISTRICT shall determine utility meter ownership and financial responsibility based on proximity of existing infrastructure to avoid unnecessary capital costs.

5.4.1 **Water.** DISTRICT shall install the new water meter(s) and backflow preventer(s) to accommodate irrigation for the new turfed fields and landscaping within the Joint Use Area. CITY shall be responsible for the cost of water used to adequately maintain the Joint Use Facilities.

5.4.2 **Electricity.** {RESERVED}

5.4.3 **Electricity for Booster Pumps.** CITY shall be responsible for the cost of electricity for irrigation booster pump(s), and all CITY electrical requirements, if installed. Costs of electricity for irrigation booster pump(s) may be a DISTRICT responsibility if it is determined by DISTRICT that it is not economically feasible for electrical connection to CITY meter.

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 throughout the Term, 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 owned property within the Joint Use Area throughout the Term.

5.7.4 CITY shall be responsible for cleaning clippings and debris out of the storm drain system within the Joint Use Area that accumulate 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.

5.7.5 CITY shall be responsible for all landscape maintenance associated with the permanent Best Management Practices [BMPs] device located within the Joint Use Area, as identified on attached Exhibit "A" as "Bio-basin". DISTRICT shall be responsible to maintain all structural devices associated with such storm water BMPs such as pipes, headwalls, bio-filtration media, filter fabrics and liners and drainage grates.

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 occurs in or on CITY owned property located outside of the Joint Use Area.

5.9 **Backstops**. As identified on attached Exhibit "A", DISTRICT shall be responsible for maintenance of DISTRICT backstops and CITY shall be responsible for maintenance of CITY backstops.

5.10 **Children's Play Area and Playground Equipment.** DISTRICT shall be responsible for the maintenance and repairs to the existing children's play area (as of the Term Commencement Date), existing playground equipment and existing

5.16 Portable Restrooms. If either Party wishes to install portable restrooms within the Joint Use Area, the initiating Party shall seek approval from other Party. Initiating Party shall be responsible for maintenance of portable restrooms placed within the Joint Use Area. Placement location of portable restrooms by CITY shall be approved by DISTRICT, including the School Principal. If portable restrooms are installed by CITY, they must be locked at all times when not in use by CITY.

5.17 Trees within the Joint Use Area. CITY shall be responsible for all maintenance of trees on CITY PROPERTY. DISTRICT shall be responsible for all maintenance of trees on DISTRICT PROPERTY. Tree maintenance 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. DISTRICT retains the sole discretion to remove any existing trees on DISTRICT PROPERTY.

5.18 Drinking Fountain. DISTRICT shall be responsible for all maintenance and repairs of any drinking fountain within the Joint Use Area, and invoice CITY for fifty percent (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 Security Lighting. CITY shall be responsible for repair, maintenance and electricity provided for the Security Lighting installed within the Joint Use Area on CITY PROPERTY. DISTRICT shall be responsible for repair, maintenance and electricity provided for the Security Lighting installed within the Joint Use Area on DISTRICT PROPERTY.

5.20 Decomposed Granite Fields. If a Decomposed Granite Field is identified on attached Exhibit "A", CITY shall be responsible for routine maintenance, including weed abatement of the decomposed granite play surfaces within the Joint Use Area. Replenishment of decomposed granite material shall occur as necessary to ensure a safe field condition. Material shall be supplied by DISTRICT, and spread and compacted by the CITY.

5.21 Security. RESERVED.

5.22 Joint Use Facilities/Area Construction Reimbursement if CITY reimbursement is indicated in attached Exhibit "B".

5.22.1 Right to Reimbursement. Notwithstanding any other provisions of this Agreement, the DISTRICT shall be entitled to reimbursement in an amount not to exceed the amount indicated in attached Exhibit "B" from CITY for the construction of the Joint Use Facilities and improvements to the Joint Use Area.

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

Use Area until such time DISTRICT has been fully reimbursed. If CITY is prohibited from using the Joint Use Area pursuant to this Section, CITY shall have no obligation to maintain the Joint Use Facilities or perform any other obligation under this Agreement.

5.23 Benches, Picnic Tables and Trash and Recycling Receptacles. DISTRICT shall be responsible for installation of benches, picnic tables and trash and recycling receptacles within the Joint Use Area. CITY shall be responsible for all repair and maintenance to benches, picnic tables, and trash and recycling receptacles.

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, below, 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. 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 in the Joint Use Area shall remain the property of CITY. All DISTRICT-financed improvements installed during the Term in the Joint Use Area shall remain the property of DISTRICT. Title to the DISTRICT-owned real property subject to this Agreement shall continue to be held by the DISTRICT.

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 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, 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 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 maintenance agreement. Any partial assignment shall include the requirements of Sections 10.4 and 10.5, below, for any persons

respective control and authority.

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

10.8 **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.

10.9 **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, above, 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 this Agreement pursuant to the default if the defaulting Party immediately commences to cure the default and diligently pursues such cure to completion.

10.10 **Termination.** Notwithstanding the provisions of Section 10.9, above, the Parties agree as follows: DISTRICT and CITY acknowledge that the Term 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, above. 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.

DISTRICT, at its sole discretion, may immediately reduce the Joint Use Area or terminate this Agreement if student or staff health and safety is deemed to be at risk. Notice of such reduction or termination will be in accordance with Section 9, above.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego acting by and through its Mayor pursuant to Ordinance No. O-21396 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.

THE CITY OF SAN DIEGO,
a Municipal Corporation

By: _____
Penny Maus
Title: Director,
Department of Real Estate and
Airports Management

Date: 3-2-22

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

DocuSigned by:
By: Gene Fuller
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Gene Fuller
Title: Director, Real Estate

Date: October 14, 2021

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

By: _____
Title: Deputy City Attorney

Date: April 20, 2022

APPROVED AS TO FORM AND LEGALITY

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

Date: September 8, 2021

Approved in public meeting of the Board of Education of the San Diego Unified School District on 10-12-21

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

Exhibit "A": General Depiction of the Joint Use Area
Exhibit "B": Joint Use Area Description and Site Specific Responsibilities
Exhibit "C": Annual Site Use Schedule
Exhibit "D": Rules Governing City Use of Joint Use Area

EXHIBIT "B"
JOINT USE AREA DESCRIPTION AND SITE SPECIFIC RESPONSIBILITIES

DISTRICT hereby permits CITY to use a portion of that certain DISTRICT-owned real property located at Ellen Browning Scripps Elementary located at 11778 Cypress Canyon Rd, San Diego, CA 92131, in the Miramar Ranch North area of San Diego, 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 0.6 acres including an asphalt parking area.

CITY hereby permits DISTRICT to use a portion of that certain CITY-owned real property known as Scripps Ranch Community Park located on 11454 Blue Cypress Dr, San Diego, CA 92131, in the Miramar Ranch North area of San Diego, 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 2.9 acres including natural grass playfield, backstop, infield area, sports field lighting and concrete hard courts.

The DISTRICT and CITY Property, as depicted on Exhibit "A" of this Agreement is hereinafter referred to as the Joint Use Area. This Joint Use Area is currently comprised of approximately 3.5 acres of natural grass playfield, backstop, infield area, hardcourts, and a parking area and includes the following [the "Joint Use Facilities"]:

- 2.0 acre(s): Irrigated natural grass playfield.
- 0.47 acre(s): Ball infield area
- 0.43 acres (s): Concrete hardcourts
- 0.6 acre(s): Asphalt parking area
- City backstop(s)
- City bleachers
- Sports field lighting
- Trees and landscaping
- Fencing

DISTRICT is contributing 0.6 acres of land for the Joint Use Area and as additional consideration will provide a CITY License Agreement for exclusive use of City Recreation Centers on DISTRICT-owned real property at Stockton, Penn and Cabrillo and is attached as Exhibit "E".

CITY is contributing maintenance to the Joint Use Area for an estimated total annual contribution of $59,672.

DISTRICT, prior to approving this Agreement, pursuant to the requirements of the California Environmental Quality Act, approved a Notice of Exemption on September 28, 2021, that addressed the potential environmental impacts associated with the project.

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EXHIBIT"C"
ANNUAL SITE USE SCHEDULE
Page 2 of 3

ELLEN BROWNING SCRIPPS ELEMENTARY

Joint Use Facilities Opening and Closing Responsibilities:

School Day (when students are present):
Morning – Gate to be opened by {TBD}:

Morning – Gate to be secured by DISTRICT:

Afternoon – Gate to be opened by DISTRICT:

Evening – Gate to be secured by CITY:

Early Dismissal School Day:
Morning – Gate to be opened by {TBD}:

Morning – Gate to be secured by DISTRICT:

Afternoon – Gate to be opened by DISTRICT:

Evening – Gate to be secured by CITY:

School Work Day (when only District staff is present):
Morning – Gate to be opened by DISTRICT:

Evening – Gate to be secured by CITY:

Non-School Day (District staff not present):
Morning – Gate to be secured by CITY:

Evening – Gate to be secured by CITY:

CITY holiday (City staff not present):
Morning – Gate to be opened by {TBD}:

Morning – Gate to be secured by DISTRICT:

Afternoon – Gate to be opened by DISTRICT:

Evening – Gate to be secured by CITY:

EXHIBIT "D"
RULES GOVERNING CITY USE OF JOINT USE AREA
Page 1 of 2

All rules and regulations regarding the use by the City of the Joint Use Area shall be enforced by the San Diego Police Department, San Diego Unified School Police, San Diego Park Rangers, the current Animal Services contractor enforcement officers, and other entities authorized to conduct enforcement activities by state law. As authorized by law, the CITY shall enforce the following conditions.

1. City shall post regulation signs at each Joint Use Area. The regulation signs shall minimally include the following provisions: no alcohol, no glass, no smoking, no overnight camping, no golf, no motorized vehicles, no littering, no off-leash dogs, no use of field during wet conditions, hours of operation, and City contact information.

2. All relevant storm water pollution prevention requirements must be followed or a Notice of Violation (NOV) citation may be issued to the Permittee resulting in possible fines.

3. For commercial and public events, the Permittee shall not discriminate against anyone on the basis of race, color, creed, sex, age, national origin or ancestry, religion, pregnancy, physical or mental disability, veteran status, marital status, medical condition (including HIV, AIDS, and AIDS related complex), gender (transsexual and transgender) or sexual orientation.

4. Neither the City nor the District shall not be held responsible for any lost or stolen property.

5. Rental rates will apply as designated for each area as outlined in the current Parks and Recreation Department Fee Schedule that is approved by the City Council.

6. The use of any equipment including but not limited to staging, platforms, risers, inflatables, etc., shall not be permitted in the Joint Use Area without a CITY Use Permit.

7. Electronic amplification for music and or voice projection shall not be permitted in the Joint Use Area without a use permit.

8. The City shall not provide any equipment, electrical power, or water hookups for use by the public during City Joint Use without a use permit.

9. Petting zoos, pony rides, or any animal-related activities shall not be permitted in the Joint Use Area.

10. No third-party advertising on or within the Joint Use Area shall be permitted in the Joint Use Area without a Special Use Permit and shall be removed up conclusion of day use. Flyers, pamphlets, or handouts are not to be left on cars or passed out in the Joint Use Area or adjacent District parking areas.

11. Barbecues or fires of any kind shall not be permitted in the Joint Use Area during City use.

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EXHIBIT "E"
LICENSE AGREEMENT FOR CITY OF SAN DIEGO RECREATION CENTERS

Item #50
11/16/2021

(O-2022-44)

ORDINANCE NUMBER O- 21396 (NEW SERIES)

DATE OF FINAL PASSAGE NOV 29 2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF FOUR JOINT USE AGREEMENTS BETWEEN THE CITY AND SAN DIEGO UNIFIED SCHOOL DISTRICT FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND USE OF JOINT USE FACILITIES AT ALBA COMMUNITY DAY SCHOOL AND NORTH PARK COMMUNITY PARK, DINGEMAN ELEMENTARY AND SPRING CANYON COMMUNITY PARK, ELLEN BROWNING SCRIPPS ELEMENTARY AND SCRIPPS RANCH COMMUNITY PARK, AND ROSA PARKS ELEMENTARY AND OFFICER JEREMY HENWOOD MEMORIAL COMMUNITY PARK, AND THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE CITY AND SAN DIEGO UNIFIED SCHOOL DISTRICT FOR THE USE OF RECREATION CENTERS AT KING CHAVEZ CHARTER, SCHOOL OF CREATIVE AND PERFORMING ARTS, AND CABRILLO ELEMENTARY SCHOOL.

WHEREAS, the City of San Diego (City) and the San Diego Unified School District (District) enjoy a long-standing partnership since 1948 made possible by a strong collaboration between the City and the District to maximize the joint use of public facilities and resources for educational and community use; and

WHEREAS, the District owns Alba Community Day School located at 4041 Oregon Street, in the North Park Community, Dingeman Elementary School located at 11840 Scripps Creek Drive, in the Miramar Ranch North Community, Ellen Browning Scripps Elementary School located at 11778 Cypress Canyon Road, in the Scripps Miramar Ranch Community, Rosa Parks Elementary School located at 4510 Landis Street, in the City Heights Community, King Chavez Charter School located at 500 30th Street, in the Southeastern Community, School of Creative and Performing Arts (SCPA) located at 2425 Dusk Drive, in the Skyline-Paradise

Hills Community, and Cabrillo Elementary School located at 1800 Cabrillo Memorial Drive, in the Point Loma Community; and

WHEREAS, the City and the District are parties to four separate Joint Use Agreements as follows: (1) Garfield Elementary School Annex and North Park Community Park dated June 29, 1997, and on file in the Office of the City Clerk as Document No. OO-18412; (2) Scripps Ranch Elementary School #4 Site dated August 16, 1993, and on file in the Office of the City Clerk as Document No. OO-17954; (3) Ellen Browning Scripps Elementary School and Scripps Ranch Community Park dated October 19, 2010, and on file in the Office of the City Clerk as Document No. OO-19988; and (4) Rosa Parks Elementary School and City Heights Community Park dated May 7, 1997, and on file in the Office of the City Clerk as Document No. OO-18413 (Prior Agreements); and

WHEREAS, the City and the District desire to terminate the Prior Agreements and enter into four separate agreements as follows: (1) a 25-year Joint Use Agreement regarding facilities at Alba Community Day School and North Park Community Park for the operation, maintenance, and use of joint use facilities; (2) a 25-year Joint Use Agreement regarding facilities at Dingeman Elementary School and Spring Canyon Community Park for the operation, maintenance, and use of joint use facilities; (3) a 25-year Joint Use Agreement regarding facilities at Ellen Browning Scripps Elementary School and Scripps Ranch Community Park for the operation, maintenance, and use of joint use facilities; and (4) a 25-year Joint Use Agreement regarding facilities at Rosa Parks Elementary School and Officer Jeremey Henwood Memorial Community Park for the operation, maintenance, and use of joint use facilities; and

WHEREAS, the City and District desire to enter into a 25-year License Agreement for the use, maintenance, and operation of Stockton Recreation Center located at King Chavez

Charter School, Penn Recreation Center located at SCPA, and Cabrillo Recreation Center located at Cabrillo Elementary School; and

WHEREAS, under San Diego City 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 Council of the City of San Diego; 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 Alba Community Day School and North Park Community Park, on file in the Office of the City Clerk as Document No. OO-21396-1, between the City of San Diego and the San Diego Unified School District, for the joint use of a portion of Alba Community Day School and North Park Community Park.

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 Dingeman Elementary and Spring Canyon Neighborhood Park, on file in the Office of the City Clerk as Document No. OO-21396-2, between the City of San Diego and the San Diego Unified School District, for the joint use of a portion of Dingeman Elementary School and Spring Canyon Neighborhood 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 Ellen Browning Scripps Elementary and Scripps Ranch Community Park, on file in the Office of the City Clerk as Document No. OO-21396-3, between the City of San Diego and the

San Diego Unified School District, for the joint use of a portion of Ellen Browning Scripps Elementary School and Scripps Ranch Community Park.

Section 4. 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 Rosa Parks Elementary and Officer Jeremy Henwood Memorial Community Park, on file in the Office of the City Clerk as Document No. OO- 21396-4, between the City of San Diego and the San Diego Unified School District, for the joint use of a portion of Rosa Parks Elementary School and Officer Jeremy Henwood Memorial Community Park.

Section 5. That the Mayor, or his designee, is hereby authorized and directed to execute the License Agreement, on file in the Office of the City Clerk as Document No. OO- 21396-5, between the City of San Diego and the San Diego Unified School District, for the use, maintenance, and operation of Stockton Recreation Center located at King Chavez Charter School, Penn Recreation Center located at School of Creative and Performing Arts, and Cabrillo Recreation Center located at Cabrillo Elementary School.

Section 6. That the agreement, on file in the Office of the City Clerk as Document No. OO-18412, is terminated upon the commencement date of the agreement for Alba Community Day School and North Park Community Park authorized by this Ordinance.

Section 7. That the agreement, on file in the Office of the City Clerk as Document No. OO-17954, is terminated upon the commencement date of the agreement for Dingeman Elementary and Spring Canyon Neighborhood Park authorized by this Ordinance.

Section 8. That the agreement, on file in the Office of the City Clerk as Document No. OO-19988, is terminated upon the commencement date of the agreement for Ellen Browning Scripps Elementary and Scripps Ranch Community Park authorized by this Ordinance.

Section 9. That the agreement, on file in the Office of the City Clerk as Document No. OO-18413, is terminated upon the commencement date of the agreement for Rosa Parks Elementary and City Heights Community Park authorized by this Ordinance.

Section 10. 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 11. 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 *<u>/s/ Marco A. Verdugo</u>*
Marco A. Verdugo
Deputy City Attorney

MAV:sc
10/20/2021
Or.Dept: Park & Rec.
Doc. No.: 2792709

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of NOV 16 2021.

ELIZABETH S. MALAND
City Clerk

By Connie Patterson
Deputy City Clerk

Approved: 11/29/21
(date)

TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on NOV 16 2021, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	☑	☐	☐	☐
Jennifer Campbell	☑	☐	☐	☐
Stephen Whitburn	☑	☐	☐	☐
Monica Montgomery Steppe	☑	☐	☐	☐
Marni von Wilpert	☑	☐	☐	☐
Chris Cate	☑	☐	☐	☐
Raul A. Campillo	☑	☐	☐	☐
Vivian Moreno	☑	☐	☐	☐
Sean Elo-Rivera	☑	☐	☐	☐

Date of final passage NOV 29 2021.

AUTHENTICATED BY:

TODD GLORIA
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 NOV 02 2021, and on NOV 29 2021.

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-21396

Passed by the Council of The City of San Diego on November 16, 2021, by the following vote:

YEAS:	**LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON WILPERT, CATE, CAMPILLO, MORENO, & ELO-RIVERA,**
NAYS:	**NONE.**
NOT PRESENT:	**NONE.**
RECUSED:	**NONE.**

AUTHENTICATED BY:

TODD GLORIA

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-21396** (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 **November 2, 2021,** and on **November 29, 2021.**

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: Connie Patterson, Deputy