



THE CITY OF SAN DIEGO  
TO THE PARK AND RECREATION BOARD

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DATE ISSUED: November 8, 2022

REPORT NO. 203

ATTENTION: Park and Recreation Board  
Agenda of November 17, 2022

SUBJECT: JOINT USE PROGRAM WITH SCHOOL DISTRICTS ANNUAL  
UPDATE

SUMMARY

THIS IS AN INFORMATIONAL ITEM ONLY. NO ACTION IS REQUIRED.

BACKGROUND

The City partners with multiple school districts and one community college district to provide joint use facilities for the benefit of its residents. San Diego's Joint Use Program with School Districts is one of the oldest and largest programs in the country. One facet of this program is the ongoing implementation of the Play All Day Program with San Diego Unified School District, which is intended to expand the joint use system by over 45 sites in most areas of the City.

Joint use provides for the shared use of the public facilities and resources filling an essential gap in addressing the City's need for more parkland and additional recreational opportunities in our communities in accordance with the recently adopted Parks Master Plan. A Joint-Use Facility is usually a portion of an existing school site or park that is separated from the main campus by fencing. Each joint use area includes neighborhood park amenities such as multi-purpose turf field, walking track, play equipment, hardcourts, and/or off-street parking. Joint Use Facilities are utilized by the public when school is not in session and are reserved for student use during school hours.

A Joint Use Agreement is the formal agreement between the City and a school district defining the terms and conditions of shared use as well as the roles and responsibilities for maintenance and operations of the facility.

As our City population grows, San Diego neighborhoods must keep pace by increasing the number of parks and recreational facilities to provide recreational

spaces for residents. One of the biggest challenges the City faces is the ability to acquire new parkland due to limited availability of land especially in some of the older, more urbanized communities. Joint Use partnerships with school districts provide a unique opportunity to provide joint use facilities in some of the areas of the city that need recreation space the most.

This annual report of the Joint Use Program is intended to comply with the reporting requirements listed in Section D of Council Policy 700-35, Development of the City's Joint Use Program with School Districts updated November 8, 2021.

## DISCUSSION

In 2019, the Office of the City Auditor issued Audit Report 19-016, "Performance Audit of the City's Administration of Joint-Use Agreements with San Diego Unified School District" (Attachment 1). The report included audit recommendations to improve the City's internal controls and policies governing the City's Joint Use Program with School Districts.

As recommended in the audit report, the Parks and Recreation Department has revised both Council Policy 700-35, Development of the City's Joint Use Program with School Districts (Attachment 2) and the Memorandum of Understanding between the City and San Diego Unified School District (Attachment 3).

Council Policy 700-35 was revised to define the City's strategic vision for the Joint Use Program with all school districts within the City limits. Program objectives direct staff to pursue opportunities to expand the Joint Use Program to provide joint use opportunities in all communities and collaborate with school districts to identify future joint use opportunities, funding sources, and implementation schedules. Council Policy 700-35 also includes annual reporting requirements to ensure City Council receives regular information on the City's progress in achieving the program objectives. The MOU was revised to reflect the shared benefits of joint use, remove the parity concept, and declare that both parties are satisfied with the contributions of the other party.

The audit report also recommended that the City develop a Process Narrative that creates a control framework to establish a tracking system for the Joint Use Agreements with San Diego Unified School District. To that end, Process Narrative PN-0396 Joint Use Tracking Sheet Updates (Attachment 4) requires that the City of San Diego/San Diego Unified School District Joint Use Tracking Sheet (Attachment 5) be updated annually and reported to City Council. The Tracking Sheet is posted on the City's joint use webpage, which is available at <https://www.sandiego.gov/park-and-recreation/parks/jointusefacilities>.

The audit recommendations require that the City update all of the joint use agreements with San Diego Unified to a new template that removes terms related to the flawed concept of parity. To date, 42 Joint Use Agreements with San Diego Unified have been executed using the new joint use agreement template; these agreements are posted on the City's webpage (<https://www.sandiego.gov/park-and-recreation/parks/jointusefacilities>) once they have been fully executed. There are 56 additional Joint Use Agreements with San Diego Unified that need to be updated. The Department's timeline to update the remaining agreements is mid 2025 as noted in the "Joint Use Agreements with San Diego Unified Implementation Schedule" spreadsheet (Attachment 6).

The Play All Day Program is a 2016 initiative put forth by the City and San Diego Unified School District to provide over 45 new joint-use facilities and greatly expanding the city's Joint Use Program with School Districts. San Diego Unified School District bond measures (Proposition S, Proposition Z, and Measure YY) have created funding for capital improvement projects to repair, renovate, and revitalize school sites. San Diego Unified has utilized a portion of the bond funds to construct new turf fields at school sites throughout the City. This is an exciting program that provides a unique opportunity to pool public resources and partner with San Diego Unified School District to rapidly expand the City's joint use program.

Since its initiation, the Play All Day Program has been widely successful. To date, 21 new Play All Day joint use facilities, including a joint use swimming pool, have been constructed and opened to the public. Another 8 sites are either in bidding or construction phases, 11 school sites have completed the public input process and are going through the construction document phase, and 16 future Play All Day joint use facilities candidates have been identified. This information is summarized in the attached Play All Day Program Implementation Schedule spreadsheet (Attachment 7).

Overall, there are currently a total of 102 joint use facilities throughout the City that provide approximately 400 acres of recreation opportunities to residents throughout the City. Of the total acres of developed neighborhood and community parks in the City approximately 14% of the public recreational facilities are joint use facilities in partnership with School Districts. This includes 90 Joint Use Facilities with San Diego Unified School District and 12 Joint Use Facilities with other school districts including Del Mar Union School District, Poway Unified School District, San Diego Community College District, San Dieguito Union High School District, San Ysidro School District, Solana Beach School District, and South Bay Union School District. See the attached "Existing Joint Use Facilities with Other School Districts" spreadsheet (Attachment 8).

The City is committed to working with other School Districts to identify new opportunities to expand the City's Joint Use Program. This will require City capital

investment to modify or enhance existing school campuses with additional fencing, separate irrigation systems, turf renovation projects, and public access routes to joint use facilities.

The City is actively working with South Bay Union School District to identify a potential location to expand joint use in the Otay Nestor Community Planning Area. Candidate locations include Emory Elementary, Mendoza Elementary, and Nestor Language Academy as noted in the attached “Potential Candidates for Future Joint Use Facilities with Other School Districts” spreadsheet (Attachment 9). Currently, the Department is examining locations at a high level with the South Bay Union School District but has not arrived at any final determinations of joint use sites. Once a mutually agreeable site for joint use is identified, the Department will seek City funding as it becomes available to construct joint use improvements at the selected location(s) since the South Bay Union School District does not have a campus improvement bond program comparable to the bond program for San Diego Unified School District.

Given the high number of joint use facilities shared between the City and San Diego Unified School District (District), the Department meets biweekly with District staff to discuss and solve various areas of concern. Over the past year, the Department and District worked through numerous issues, concerns, and challenges, which are summarized below:

- Off-Leash Dogs:
  - Off-leash dog activity at joint use fields has resulted in dog bite occurrences, concerning interactions between Six to Six Childcare program participants and off-leash dogs, additional damage to the field including animal dug holes and dog excrement left on the field.
  - Dog excrement left on the fields causes health and safety issues for school sites. Resources and staff time are required to clean up students who get dog excrement on their shoes or clothing, and in some cases, impacted students are sent home resulting in a loss of learning.
  - Encounters between youth sports leagues and off-leash dogs continue to grow, with user groups having to clean up field damage caused by off-leash dogs.
  - Leash law enforcement has resulted in hostile encounters between certain dog owners and enforcement staff.

- The Department continues to coordinate leash law enforcement with San Diego Humane Society and has asked onsite City maintenance staff to remove dog excrement upon discovery.
- Field Use:
  - During the COVID-19 pandemic, schools increased their use of outdoor spaces especially during the Six to Six Childcare Program (which is named in reference to generally beginning around 6:00 a.m. and ending around 6:00 p.m. each school day). This has created conflict at some sites where members of the public and/or sports leagues interact with participants of the Six to Six Childcare Program.
  - High demand for fields by sports leagues has resulted in more permitted user groups that has created some conflict between competing recreational uses for the same spaces.
  - As intramurals grow at various middle school campuses, the District has requested some fields be reserved for this use rather than public use in afternoons (generally between 4 p.m. and 6 p.m.) during the school year, which can result in conflicts with existing sports user groups and permittees.
- Campus Security:
  - To minimize interactions between members of the public and students, the Department and District are trying to ensure adequate fencing is in place to separate joint use fields from the main campuses. This helps reduce members of the public from accessing school campus areas.
  - New Play All Day joint use sites are locked nightly, as they have been budgeted to include funding for a security guard to lock and unlock gates.
  - If there is evidence of illegal activity occurring in overnight hours at the legacy (non-Play All Day ) sites, the Department and District work closely to utilize existing onsite staff to lock gates at night and unlock gates when joint use resumes the next day or absorb the added cost of security guards locking and unlocking gates.
- Maintenance:
  - Due to high levels of use by both public and students, the Department is challenged to find ways to keep turf green when it gets limited time to rest.

- Older fields need increased levels of maintenance including irrigation systems modifications, smart irrigation controllers to manage water use, fertilization, and regular turf renovations.
- Older asphalt hard courts and decomposed granite areas need new pavement and replacement decomposed granite.
- Limited maintenance staffing due to recruitment challenges has resulted in challenges to routine joint use maintenance.
- District has requested that Department staff conduct maintenance of the joint use fields during hours before schools open, which is made more difficult due to current limitations of maintenance staffing.
- The Department has absorbed costs of maintenance for turf renovation, limited fertilization, asphalt repair, and decomposed granite replenishment to ensure joint use areas are kept safe and useable for students and members of the public.

Council Policy 700-35 also includes a reporting requirement for the Department to report out the financial contributions made by the City to the Joint Use Program since the last annual report and contributions planned for the upcoming year. Joint Use Program costs are tabulated during the Fiscal Year Budget Development process, the year prior to when new Joint Use Facilities come online. The annual cost for operating each new Joint Use Facility is then funded into corresponding Parks Division, in which the expense will be incurred. The table below details the expenses added for the new and proposed Joint Use Facilities in the prior year, current year, and estimated next fiscal year.

<b>Parks and Recreation Fiscal Contribution Additions for Joint Use</b>			
	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024 Est.</b>
<b>#JU Sites added</b>	7	4	3
<b>FTE Adds</b>	10.83	3.25	3.05
<b>Ongoing Expense Added*</b>	\$511,098	\$243,021	\$229,311
<b>Onetime Expense Added**</b>	\$367,646	\$455,721	\$453,626

*\*Ongoing expense include personnel expenses, supplies, contracts, and utilities*

*\*\*Onetime expense is only for one fiscal year. It is to accommodate infrequent expenses such as cost of vehicle acquisition and reimbursements for maintenance projects undertaken on an infrequent basis such as turf renovation, asphalt resurfacing, and similar nonroutine maintenance efforts.*

CONCLUSION

The Department will continue to explore opportunities to expand and support the Joint Use Program with School Districts and provide annual updates to the Park and Recreation Board and City Council per Council Policy 700-35.

Respectfully submitted,



Shannon Scoggins  
Park Designer  
Parks and Recreation Department



Andy Field  
Director  
Parks and Recreation Department

(AF/ss)

Attachments:

1. Audit Report 19-016, "Performance Audit of the City's Administration of Joint-Use Agreements with San Diego Unified School District"
2. Council Policy 700-35, Development of the City's Joint Use Program with School Districts
3. Memorandum of Understanding between the City and San Diego Unified School District
4. Process Narrative PN-0396 Joint Use Tracking Sheet Updates
5. City of San Diego/San Diego Unified School District Joint Use Tracking Sheet
6. Joint Use Agreements with San Diego Unified Implementation Schedule
7. Play All Day Program Implementation Schedule
8. Existing Joint Use Facilities with Other School Districts
9. Potential Candidates for Future Joint Use Facilities with Other School Districts

# **PERFORMANCE AUDIT OF THE CITY'S ADMINISTRATION OF JOINT USE AGREEMENTS WITH SAN DIEGO UNIFIED SCHOOL DISTRICT**

**Office of the  
City Auditor**

**City of San Diego**



The Administration of Joint Use  
Agreements Can Be Improved through  
Alignment of Policy to Practice and  
Implementing Internal Controls to  
Ensure Equitable Financial Contributions  
for the Development and Maintenance  
of Joint Use Facilities



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## THE CITY OF SAN DIEGO

April 9, 2019

Honorable Mayor, City Council, and Audit Committee Members  
City of San Diego, California

Transmitted herewith is a performance audit report of the City's Administration of Joint Use Agreements with San Diego Unified School District. This report was conducted in accordance with the City Auditor's Fiscal Year 2019 Audit Work Plan, and the report is presented in accordance with City Charter Section 39.2. The Results in Brief are presented on page 1. Audit Objectives, Scope, and Methodology are presented in Appendix B. Management's responses to our audit recommendations are presented after page 57 of this report.

We would like to thank staff from the Parks and Recreation Department for their assistance and cooperation during this audit. All of their valuable time and efforts spent on providing us information is greatly appreciated. The audit staff members responsible for this audit report are Kevin Christensen and Chris Kime.

Respectfully submitted,

Kyle Elser  
Interim City Auditor

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## Results in Brief

Joint Use Agreements (JUAs) are a great way to open more accessible park space to the public. To that end, the City of San Diego (City) has entered into more than 85 agreements with the San Diego Unified School District (District) to allow public access to over 300 acres of fields and other amenities on District property during off-school hours. The City and District are continuing these agreements through the "Play All Day" parks program initiative put forth to break ground on over 45 new joint use park sites in the next 5–10 years. As stated in the program literature, joint use partnerships with schools fill an essential gap in addressing the City's need for more park land and additional recreational opportunities in our communities.

The City and the District have each made significant financial contributions for the joint use park program with an estimated total valuation of \$275 million for land, development and maintenance as of FY2018. However, the City has not followed the financial terms of the joint use program as required by the Memorandum of Understanding (MOU) and the JUAs. These financial terms require updating land, development, and maintenance costs as appraisals are done, park development is completed, and maintenance cost adjusted for increases. There is also a parity formula in the JUAs to calculate shared cost for the largely 25-year terms based on these financial inputs and then split the maintenance cost between the City and the District once financial parity has been reached on a joint use site.

In addition to not following the financial terms, City officials continue to present JUAs to the City Council with the pledge that the contracts are in compliance with the MOU, despite City managements' decision not to follow the MOU and JUA required financial calculations.

The City's reasoning for not following the financial terms are:

1. City officials stated the cost calculation methodology has never been implemented due its complexity and the lack of staff to adequately track the different calculations required. Both City and District officials stated they, in effect, agreed not to use the cost calculation methodology and strive to operate the program with a broader understanding of equity.
2. City and District officials have agreed the District will provide the land and the development costs, and the City will provide the maintenance for the joint use sites. Both City and District officials have referred to joint use as a "win-win" that more accurately represents the partnership between the City and District to allow for the shared use of public lands that are available for the exclusive use of San Diego school children during the day and all San Diego residents after school hours.
3. The City interpreted that it should not invoice the District for a joint use site when financial parity is reached for an individual JUA, since the District has made the larger financial contribution for all joint use sites combined.
4. Updating appraisals of District property every 25 years will only make the District financial contribution greater as time goes on. In many cases, parity will never be reached, or the parity terms will reset upon renewal of an agreement.

However, without a process to record and update financial contributions, there is no master record of financial contributions made by the City and the District to show that the contributions are shared and that there are mutual benefits for the parties involved. These financial contributions are also necessary to determine any remaining value of City improvements in the event the District leases or sells the property on which a joint use field is located. Without updated financial information, the parity calculations will not be accurate.

The parity formula is complex and has shown to be problematic to implement for 85 joint use sites. However, if the parity formula was applied as stated in the MOU and JUAs, the District is potentially responsible for an estimated \$1.2 million of prior maintenance costs at 11 joint use sites. Additionally, the District is potentially responsible for an estimated \$355,000 annually, beginning in FY2019, for ongoing maintenance costs for 12 joint use sites.

As part of fieldwork, we interviewed several municipalities, school district officials, and non-profit specialists in joint use partnerships. All separately expressed skepticism over the efficiency, effectiveness and usefulness of the financial parity calculation proscribed by the MOU. All interviewees stated that simpler contractual terms exist for operating joint use programs.

To address the issues mentioned above, we recommend the Parks and Recreation Department revise the MOU to reflect the vision and the shared goals of the City and the District. During the revision process, the Parks and Recreation Department should work with the City Attorney's Office to determine an acceptable solution for any outstanding maintenance amounts that are the District's responsibility per the existing MOU requirements.

In addition, we recommend that the Parks and Recreation Department implement a tracking system for the JUA to encompass land, development, and maintenance cost; park location; acres; agreement start date; agreement expiration date and, if applicable, parity calculations. The Department should also develop policies and procedures with a process narrative describing the Parks and Recreation Department, Planning Department, and other applicable City departments' responsibilities for the inputs into the tracking system.

Lastly, we recommend the Parks and Recreation Department, with the assistance of the Planning Department and the City Attorney's Office, develop a proposal for City Council to consider revisions to Council Policy 700-35, which should include a strategic vision for the joint use parks program, program objectives, City department responsibilities, and reporting requirements to ensure City Council receives information on achieving program objectives.

We made four recommendations and City Management agreed to implement all of the recommendations.



# Background

## **Parks and Recreation Department**

The Parks and Recreation Department (PRD) plays a key role in the quality of life for San Diego residents. PRD manages three major service areas: Parks and Open Space, Recreational Facilities, and Recreational Programs. PRD's mission is to provide healthy, sustainable, and enriching environments for all. PRD's vision is to connect all to the City of San Diego's (City) diverse, world-class park system. PRD administers and oversees more than 42,000 acres of City-owned park assets, which includes about 27,000 acres of open space. It also operates and maintains recreational facilities including recreation centers, playgrounds, athletic fields, pools, and campgrounds. In an effort to open more accessible park space, the City has entered into more than 85 agreements, called Joint Use Agreements (JUAs), with the San Diego Unified School District (District) to open playgrounds and fields to the general public on District property during off-school hours.

## **Joint Use Agreements**

A JUA is a written agreement between a school district and one or more public or private (nonprofit) entities setting forth the terms and conditions for sharing the use of the district's facilities. A JUA can allow community access to school property by allowing a district to share with another agency the costs and risks associated with opening the property for after-hours use.

JUAs have become so prevalent throughout the state that the League of California Cities lists the exploration of joint use opportunities in its *New Mayors and Council Members Academy Resource Guide* as a best practice.

**Joint Use Agreements  
Between City and San  
Diego Unified School  
District**

In 1948, the City and the District spearheaded a movement to begin using portions of school campuses as park space open to the community. The City and the District entered into an agreement to improve and maximize the shared use of public facilities and resources to meet the recreational and physical education needs of the communities both agencies serve.

According to PRD, the San Diego City Council adopted Council Policy 700-35 in August 1981 after the District communicated its inability to fund the construction and improvement of new joint use facilities due to financial constraints. The Council Policy established the City's policy for joint use sites in this context.<sup>1</sup>

The City and the District updated this relationship in October 2002 by entering into a Memorandum of Understanding (MOU) for the development and maintenance of joint use facilities with the goal of meeting the needs of the region's growing population, especially in the populated urban core, and the expected public demand for joint use development. Meeting these needs required greater collaboration between the City and District. The MOU sought to ensure that the City and the District shared in the contributions to the development and maintenance of joint use facilities. The MOU laid out specific valuation criteria for contract negotiations.

The contractual terms for the City and the District are guided by two documents that together form the contract. The first is the MOU, which set forth basic principles such as setting values for land contributions, development costs, and the cost of maintenance. The second, the JUA, is negotiated for each individual property and more specifically sets forth the specific duties tailored to the needs of that property.

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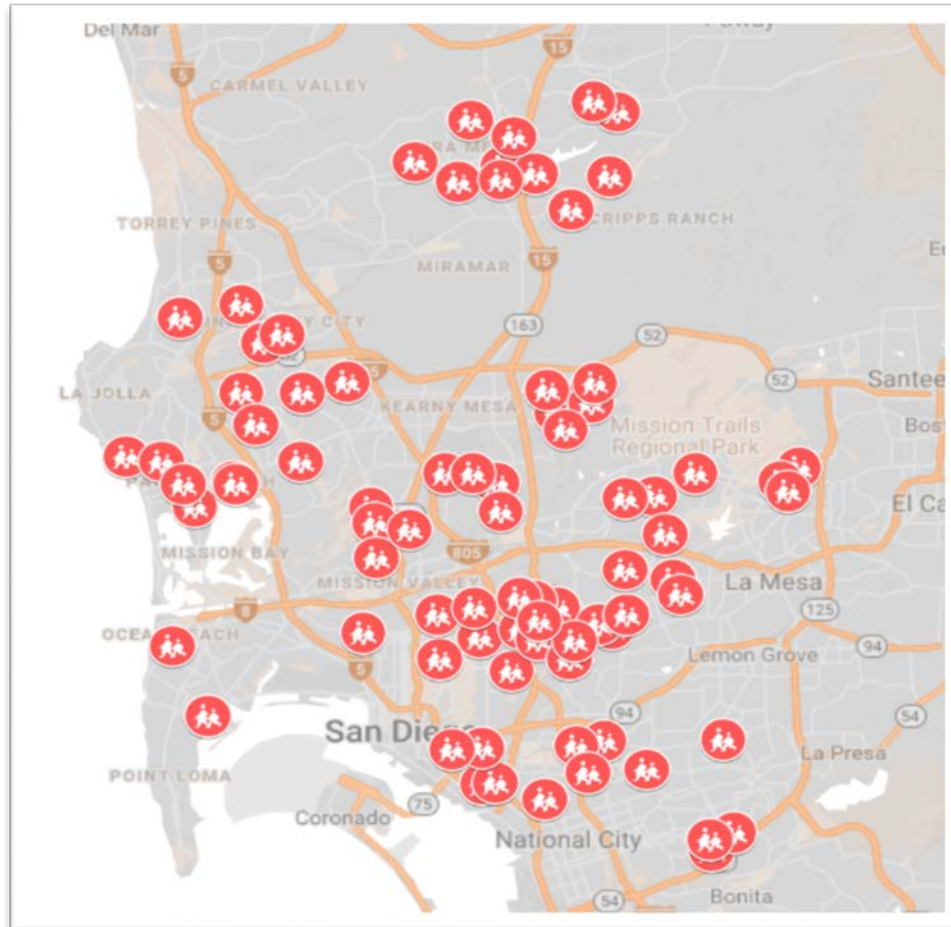
<sup>1</sup> The Background of the Council Policy states, "During the past several years, the City of San Diego has worked cooperatively with the San Diego Unified School District in the development of school sites. The School District now indicates they will be unable to financially participate in such projects."

At the time the MOU was executed in 2002, the City and the District had executed 75 joint use agreements. These and other agreements have accommodated the need to provide recreational space within the region by establishing designated school sites for park use including multi-purpose courts, parking lots, and turfed multi-purpose athletic fields.

In 2016, San Diego Mayor Kevin Faulconer and District Superintendent Cindy Marten announced the "Play All Day" Parks Program. The goal of the program is to create 45 new or expanded joint use facilities in the next 5-to-10 years. The initiative is meant to strengthen the long-standing partnership between the City and the District to maximize the shared use of public facilities and resources for educational and community use. Below is a map showing the locations of joint use sites.

**Exhibit 1:**

**Map of Joint Use Facilities in City of San Diego<sup>2</sup>**



Source: OCA generated based on list of joint use sites provided by the Parks and Recreation Department.

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Since the launch of the new Play All Day program, the City and the District have identified more than 32 potential new joint use sites. It is anticipated that four or five of the Play All Day sites will begin development soon. According to PRD officials, each joint use site takes about a year to build and open for use.

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<sup>2</sup> Map at:  
<https://www.google.com/maps/d/edit?mid=1F5LdpieGshKTT0xZOKlYQr4nX7osCQ5L&ll=32.80984398843607%2C-117.09132331445312&z=11> (Last visited: March 27, 2019)

**Memorandum of Understanding Between City and San Diego Unified School District**

The City and the District entered into an MOU in 2002 to guide the identification, negotiation, and cost calculation methodologies for joint use sites. These cost methodologies included the concept of parity. The MOU introduces the concept of parity, where the District's up-front contribution will be matched over time by the City paying operations and maintenance costs for the joint use area until the amounts are equal.

As previously described, the program had been in existence since the 1940s. For these older sites, the City and District made initial investments for construction and ongoing investments in annual maintenance under JUAs that did not include the parity concept. Rather, these were akin to leases with 25-year terms. The City and District therefore needed to devise an MOU that recognized these past contributions while determining a parity schedule where maintenance costs are split 50/50 at some future date. As a result, the MOU set forth financial calculation methodologies to determine when parity is reached for new agreements and a separate methodology for JUAs in effect before 1996.

Critically, the MOU distinguishes between pricing methodologies for: (1) new JUAs; (2) original expiring JUAs entered into prior to 1996; and (3) original expiring JUAs entered into from 1996 or later.

**MOU Financial Contributions, Section III.A**

The cost calculation for new JUAs provided methodologies for the valuation of land contributions, total project costs, and maintenance and operations contributions. The MOU states financial contribution criteria are designed to "ensure that the City and District equitably contribute to the development, and maintenance of joint use facilities."

***Land Contributions***

Per the MOU, the value of the land contribution will be 50 percent of its appraised value.

The MOU provided three options to determine the appraised value of land.

- **Option 1:** Either the City or the District, will agree to advise in writing, called a Commencement Notice, on the party's opinion as to the value of the asset.<sup>3</sup> The proposed value sets its Highest and Best Private Use, or valued for the highest private use.<sup>4</sup>
- **Option 2:** In instances where the City's and District's values are not the same but are within 20 percent (as a percentage of the larger proposed value), the value shall be the average. If the values are more than 20 percent apart, the parties will negotiate.
- **Option 3:** If the parties cannot agree on the price, the parties shall each appoint an appraiser. These two appraisers will, in turn, hire a third qualified appraiser to opine on the property. This appraisal will be binding.

***Total Project Costs***

According to the MOU, the total project costs will be the total design, construction, and non-construction costs.

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<sup>3</sup> According to the MOU, "As part of the negotiation of the site-specific joint use agreement, City and District shall document in writing the need to value land for the proposed joint use agreement by letter signed by the City Manager or designee and the District Superintendent or designee [the Commencement Notice] identifying the subject property [the Asset] and agreeing to advise the other Party in writing of such Party's opinion as to the value of the Asset [for each, the Proposed Value] within ninety (90) days of the date of the Commencement Notice."

<sup>4</sup> According to the MOU, Highest and Best Value "shall mean that reasonably probable and legal private use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value. Uses that are not considered 'highest and best uses' are: interim use, special use, non-conforming use, speculative use, and excess land. The term 'private' is used to denote typical private sector uses, such as residential, commercial, industrial, etc. versus public sector special uses such as parks, schools, open space, fire stations, libraries, etc."

***Maintenance and  
Operations***

As stated in the MOU, annual maintenance and operations costs are established when the contract is negotiated. The costs will be re-evaluated bi-annually throughout the term of the JUA. Labor costs will be calculated in accordance with the Consumer Price Index (CPI) for the San Diego Area, as published by the U.S. Bureau of Labor Statistics.

**Original Expiring  
Agreements**

The MOU established a methodology for renewing JUAs where the original agreement between the City and District was executed from 1996 or later. The financial amount of contribution for these JUAs shall be calculated using the methodology established in MOU Financial Contributions, Section III.A.

**MOU Financial  
Contributions, Section  
III.B**

The MOU has a separate methodology for JUAs executed prior to 1996.<sup>5</sup> According to the MOU, in instances where these JUA agreements between the City and the District expire, the parties enter into a new agreement with the following pricing terms.

Under the methodology designated for original JUAs prior to 1996, the City or District receives a value of \$500,000 per acre of land. The City or the District receives a \$200,000 per acre of land valuation for new construction. Finally, the City or District will receive an annual assigned value of \$8,000 per acre for operations and maintenance, which will be re-evaluated every two years based on the CPI.

**Maintenance  
Responsibility for  
Expiring Agreements**

If at expiration of these agreements, both parties have made equal financial contributions, each party will equally contribute to the annual maintenance costs under the renewed agreement. If at the expiration of the agreement,

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<sup>5</sup> For example, the City and the District entered into an agreement in 1975 with a 25-year term for a joint use site. This original agreement would expire in the year 2000. Because the original agreement was entered into before 1996, the contract would be renegotiated using the methodology established in MOU Financial Contributions, Section III.B.

the financial contribution of one party was greater, then the party who contributed the lesser amount will be solely responsible for payment of all maintenance costs under the renewed agreement until the cost differential has been eliminated. If financial parity is reached prior to the expiration of an existing agreement, that agreement shall be immediately amended to reflect a 50/50 shared maintenance.

**Expansions of Facilities  
Subject to the JUA**

According to the MOU, the assigned values described in the New Joint Use Agreements section will also be used when existing joint use facilities are expanded or otherwise altered within existing City or District property. Expansion of facilities typically includes the acquisition of additional land or improvements. The additional land or improvements will be evaluated using the valuation described in the New Joint Use Agreements section.

**Financial Parity  
Formula for Land,  
Development, and  
Maintenance of Joint  
Use Sites**

The MOU and JUAs state that for joint use sites where the City and District contribute equally for land and development costs, the parties will split maintenance costs. The MOU stated that if the City and District made equal financial contributions, "then each party will equally contribute to the annual maintenance costs required under the renewed Agreement." This language is echoed in the JUA. For joint use sites where the City and District contributed equally to the property and development, the JUA states the City and District "share maintenance costs equally."

The City and the District contemplated that for some sites, one party would likely contribute more than the other party after land and development costs are totaled. The City and the District agreed the party that contributed less would pay for all maintenance cost at the site, until the party's contributions equalized. Once the contributions have equalized, the parties have reached parity. The MOU and JUAs also provide guidance on calculating the parity schedule and how to split maintenance equally between the City and District after parity is reached.



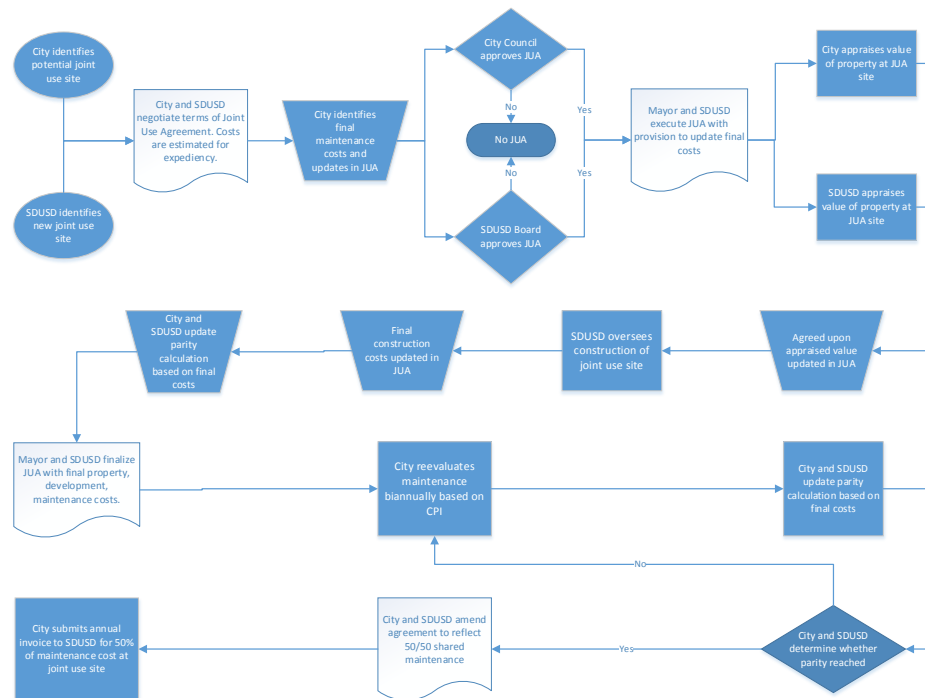
First, the MOU and JUAs provide a set of calculations for joint use sites where one party contributes more for the land and development costs than the other. The MOU states that after the property, development, and maintenance costs are aggregated, "the party who contributed the lesser amount will be solely responsible for the payment of all maintenance costs." This requirement is included in the separate JUAs. The JUAs states for joint use sites where one party contributes more for the property and development and costs, the party contributing less is "responsible for one hundred percent (100%) of the maintenance costs of the Joint Use Area."

Second, the MOU and JUAs state the party paying full maintenance costs is temporary. This party pays all maintenance costs only until the financial contributions have equalized and parity is reached. The MOU states that once the "cost differential is eliminated . . . that agreement shall be immediately amended to reflect a 50/50 shared maintenance." The JUA proscribes the same requirements. The JUA states, "after CITY and DISTRICT have contributed equally to the costs of the Joint Use Area . . . CITY and DISTRICT shall each be responsible for fifty percent (50%) of the cost of maintenance of the Joint Use Area."

The process diagram in **Exhibit 2** illustrates the valuation process.

**Exhibit 2:**

**Process for Negotiating and Conducting Cost Calculation Methodology for New Joint Use Agreements**



Source: OCA generated based on Memorandum of Understanding between City of San Diego and San Diego Unified School District.

**Selection and Approval of Joint Use Sites**

The determination to jointly use the selected school sites was made in partnership between the City and the District. According to PRD, several factors were evaluated based on the specific merits of each site. The following factors were considered in the selection of the Play All Day joint use field sites:

- Pre-identified for school district funding;
- On the District's schedule for implementation;
- Identified in the Community Plan or Facilities Financing Plan as a future joint use park; and
- Located in park-deficient communities.

City Council Policy 600-33 provides guidelines to assure that the public has adequate notification and opportunity to participate in the public input process for all public park projects, including joint use parks.

A General Development Plan (GDP) is prepared for each joint use facility. The GDP is a conceptual master plan that identifies the activities and amenities to be included in a proposed joint use facility. The proposed joint use field is presented to the public during a series of Recreation Council meetings. The Recreation Council is officially recognized by the City and is comprised of community members who are tasked to promote park and recreation opportunities within their designated community.

Once the project is approved by the Parks and Recreation Board, a JUA is prepared. The JUA is the legal agreement between the City and the District and is first approved through the District Board of Education and then City Council.

**Funding for Joint Use  
Projects**

According to PRD, Propositions S and Z, approved by San Diego voters, are District bond measures that created funding for capital improvement projects to repair, renovate, and revitalize school sites. The District is using a portion of these funds to construct new turf fields at school sites that do not already have turf fields.

# Audit Results

## ***Finding 1: The City Does Not Track Key Financial Terms Related to Joint Use Sites***

The City of San Diego (City) and the San Diego Unified School District (District) have each made significant financial contributions for the joint use park program with an estimated valuation of \$275 million for land, development and maintenance as of FY2018. However, the City has not followed the financial terms of the joint use program as set forth by the Memorandum of Understanding (MOU) and the Joint Use Agreements (JUAs). These financial terms require updating land, development, and maintenance costs as appraisals are done and park development is completed and adjusting maintenance costs for increases. There is also a parity formula in the JUAs to calculate shared cost based on these financial inputs and then split the maintenance cost between the City and the District once financial parity is reached on a joint use site.

In addition to not following the financial terms, City officials continue to present JUAs to the City Council with the pledge that the contracts are in compliance with the MOU, despite City management's decision not to follow the MOU and JUA required financial calculations.

The City's reasoning for not following the financial terms are:

1. City officials stated the cost calculation methodology has never been implemented due its complexity and the lack of staff to adequately track the different calculations required. Both City and District officials stated they, in effect, agreed not to use the cost calculation methodology and strive to operate the program with a broader understanding of equity.

2. City and District officials have agreed the District will provide the land and the development costs, and the City will provide the maintenance for the joint use sites. Both City and District officials have referred to joint use as a “win-win” that more accurately represents the partnership between the City and District to allow for the shared use of public lands that are available for the exclusive use of San Diego school children during the day and all San Diego residents after school hours.
3. The City interpreted that it should not invoice the District for a joint use site when financial parity is reached for an individual JUA, since the District has made the larger financial contribution for all joint use sites combined.
4. Updating appraisals of District property every 25 years will only make the District financial contribution greater as time goes on. In many cases, parity will never be reached, or the parity terms will reset upon renewal of an agreement.

However, without a process to record and update financial contributions, there is no master record of financial contributions made by the City and the District to show that the contributions are shared and there are mutual benefits for the parties involved. These financial contributions are also necessary to determine any remaining value of City improvements in the event the District leases or sells the property on which a joint use field is located. Without updated financial information, the parity calculations will not be accurate.

The parity formula is complex and has shown to be problematic to implement for 85 joint use sites. However, if the parity formula was applied as stated in the MOU and JUAs, the District is potentially responsible for an estimated \$1.2 million of prior maintenance costs at 11 joint use sites. Additionally, the District is potentially responsible for an

estimated \$355,000 annually, beginning in FY2019, for ongoing maintenance costs for 12 joint use sites.

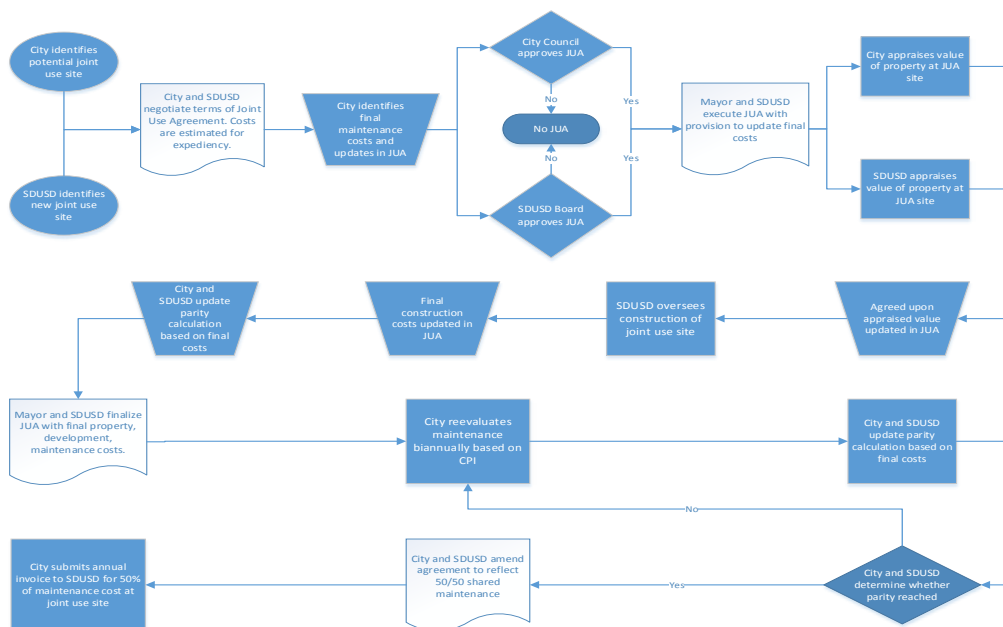
As part of fieldwork, we interviewed several municipalities, school district officials, and non-profit specialists in joint use partnerships. All separately expressed skepticism over the efficiency, effectiveness and usefulness of the financial parity calculation proscribed by the MOU. All interviewees stated that simpler contractual terms exist in operating joint use programs.

## WHAT WE FOUND      The City is Completing Less than Half of the Steps in the Process for Execution and Administration of Joint Use Agreements

The process for the steps of negotiation and updating of the JUAs is set forth in **Exhibit 3**. As illustrated in **Exhibit 4**, we found that the City is completing less than half of these steps.

### Exhibit 3:

#### Process Diagram Showing Steps for Execution of Joint Use Agreements Established in MOU



Source: OCA generated based on Memorandum of Understanding between City of San Diego and San Diego Unified School District.



the joint use facilities. One key step in achieving equity is the calculation and insertion of the final construction costs of the joint use site in the parity calculation. This is required by both the MOU and the individual JUAs.

The MOU defines "Total Project Costs" as "The actual project costs will be the total design, construction and non-construction costs". The JUA for Angier Elementary included language stating, "These figures are estimates calculated using the formula in Section III.B of the 2002 Memorandum of Understanding (MOU) between the CITY and DISTRICT. The parity calculation shall be adjusted in the future to meet the requirements of Section III.A of the MOU for 'New Locations.'"<sup>6</sup>

For example, the City Council approved the JUA for the construction, operation, and maintenance of a joint use site at Angier Elementary in 2015. The information presented to the City Council seeking approval stated the "terms of the proposed agreement are consistent" with the MOU. The actual construction costs have not been updated for the Angier Elementary JUA. As illustrated in **Exhibit 5**, the JUA contains development costs of \$200,000 per acre, for a total of \$580,000.

**Exhibit 5:**

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**Development Contribution Data from Angier Elementary Joint Use Agreement**

EXHIBIT "B"  
*ANGIER ELEMENTARY SCHOOL*  
CALCULATION OF FINANCIAL CONTRIBUTIONS  
Pursuant to Section III.A of the MOU

Value of CITY's Development Contribution	\$200,000/acre	X	2.9 acres	=	\$ 580,000
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Source: Joint Use Agreement for Angier Elementary School provided by the Parks and Recreation Department.

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<sup>6</sup> Our review of the 58 JUAs executed since the approval of the MOU in 2002 indicate that this language, or similar language similar, is included in the terms of each agreement.



However, the final construction cost for the turfed multi-purpose sports fields, multi-purpose courts, walkways, landscaping and accessibility upgrades was \$2,671,575. Construction began in Fiscal Year 2016 and was completed in Fiscal Year 2017. In this case, the City's development contribution is undervalued by a little over \$2 million. District contributions have also not been updated for the majority of agreements prior to Fiscal Year 2018.

This is critical because the MOU and the JUA both state the construction costs will be updated to reflect the full cost. Specifically, the MOU states: "When Agreements are negotiated for new joint use locations, the total financial contribution of each party will be calculated based on . . . Total Project Costs. The actual project costs will be the total design, construction and non-construction costs." The JUA also states the costs will be updated. Specifically, the JUA states, "The parity calculation shall be adjusted to meet the requirements of Section III.A of the MOU."

As a result, the City and District continue to administer most of the agreements without updating the financial contributions and parity formula to include the accurate development and construction costs at the new joint use sites.

Beginning in Fiscal Year 2018, the City and the District started attempting to include more accurate development costs in some JUAs and include these amounts in the parity formula. For example, the JUA for the Harriet Tubman Charter School included the budgeted construction costs contributed by the District.

**Exhibit 6:**

**Development Contribution from Harriet Tubman Charter School Joint Use Agreement**

**EXHIBIT "B"**  
**HARRIET TUBMAN CHARTER SCHOOL**  
**CALCULATION OF FINANCIAL CONTRIBUTIONS**  
**Pursuant to Section III.A of the MOU**

Value of DISTRICT's Development Contribution				=	\$2,956,220
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Source: Joint Use Agreement for Harriet Tubman Charter School provided by the Parks and Recreation Department.

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In summary, the updated values for the development and construction contribution will be higher than the \$200,000 per acre estimate used in the majority of the JUAs executed between the City and the District. As a result, the development contribution costs in nearly all new JUAs are understated, which means the final costs for both the City and District are unknown and the parity calculations are not accurate.

**The City Has Not  
Consistently Followed  
the MOU Terms  
Requiring the Use of  
Current Maintenance  
Costs in New Joint Use  
Agreements**

To achieve equity, the MOU and the JUAs for the individual joint use sites require the City to include current costs for maintenance in each agreement. However, we found that the City has not included the current maintenance costs in the majority of JUA's executed since 2002. However, starting in 2017, the City has provided the accurate maintenance costs in some agreements, as illustrated below in **Exhibit 7**.

The MOU states that "ensuring the City and District equitably contribute to the cost of the joint use facilities, the equity contribution will be determined by evaluating, in part, the annual maintenance and costs" for the site. The MOU further states, "When Agreements are negotiated for new joint use locations, the total financial contribution of each party will be calculated based on . . . Maintenance of Operations. Annual maintenance and operations costs will be established at the

time the Agreement is negotiated and will be reevaluated bi-annually throughout the term of the Agreement.”

The City has not increased the annual maintenance costs in most JUAs commensurate with the increased in maintenance costs absorbed by the City. Specifically, from 2002 to 2016, the City assessed a range of maintenance costs from \$8,000 to \$12,500 per acre.

Meanwhile, PRD maintains and updates per acre maintenance on an annual basis as part of the City-wide budget process. PRD provided the maintenance cost calculations between FY2014 and FY2018. Beginning in 2017, the City has included the accurate value of the maintenance costs in some JUAs. In **Exhibit 7** below, we compare a series of contracts entered between FY2014 and FY2018 to show the discrepancies between the City's rising maintenance costs and the amount the City included in the JUAs.

***Exhibit 7:***

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**Comparison of the Parks and Recreation Department's Actual Maintenance Costs versus the Maintenance included in the Joint Use Agreements**

Name of Joint Use Site	Year JUA Executed	Parks and Recreation Maintenance Costs (per acre)	Value of City's Maintenance Contribution per JUA (\$ per acre)
Wegeforth Elementary	2014	\$11,610	\$8,500
Angier Elementary	2015	\$12,668	\$8,500
McKinley Elementary	2016	\$13,404	\$8,500
Linda Vista Elementary	2017	\$13,671	\$14,179
Pershing Middle School	2017	\$13,671	\$8,500
CPMA Middle	2017	\$13,671	\$14,179
Gage Elementary	2017	\$13,671	\$14,179
Marvin Elementary	2017	\$13,671	\$14,179
Horton Elementary	2018	\$14,179	\$14,179
Cubberly Elementary	2018	\$14,179	\$8,000
Encanto Elementary	2018	\$14,179	\$8,000

Source: OCA generated based on data provided by the Parks and Recreation Department.

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The City charged actual maintenance costs in 2017 and 2018 for most joint use agreements and has charged the 2002 MOU-specified maintenance costs on other agreements. The City is therefore charging less for annual maintenance costs in some JUA's than the actual cost of performing the work.

As a result, the City's true maintenance costs are not accurately being shown as a financial contribution nor are they being included in any parity calculations. As a result, the City may be bearing the full cost of maintenance longer than required.

**The City Has Not  
Consistently Followed  
the MOU Terms  
Requiring Biennial  
Maintenance Cost  
Adjustments Based on  
CPI**

The City does not calculate and apply maintenance cost adjustments to account for inflation, as required by the MOU and individual JUAs. The MOU and the individual JUAs provide that, beginning in 2002, maintenance costs be reevaluated every two years based on the Consumer Price Index (CPI).<sup>7</sup> This calculation has not been completed for any of the JUAs. PRD management stated that no policies or framework exist to calculate increased maintenance cost, and this has never been done.

A primary purpose of the MOU and the JUA is to ensure that the City and District equitably contribute to the development, and maintenance of the facilities. Because the JUAs are generally 25-year terms, in order to ensure continued equity, the MOU requires that labor costs related to maintenance increase over that time. In order to ensure that these labor cost increases are realized, the maintenance costs set in the original JUA would be adjusted every two years based on changes in the CPI.

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<sup>7</sup> The Consumer Price Index (CPI) is a measure that examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food and medical care. It is calculated by taking price changes for each item in the predetermined basket of goods and averaging them. Changes in the CPI are used to assess price changes associated with the cost of living. The CPI is one of the most frequently used statistics for identifying periods of inflation or deflation.

For example, the City entered a JUA with the District for the development and operation of a joint use park at Montgomery Elementary School in 2009 as shown in **Exhibit 8**. The agreement included the following estimated annual costs for maintenance:

**Exhibit 8:**

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**Calculation of Financial Contribution for City's Annual Maintenance Cost for Montgomery Middle School**

**MONTGOMERY MIDDLE SCHOOL  
CALCULATION OF FINANCIAL CONTRIBUTIONS  
Pursuant to Section III.A of the MOU  
PHASE I**

Value of CITY's Maintenance Contribution	\$8,500/acre	x	3.5 acres (excluding slopes)	=	\$ 29,750/YEAR
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Source: Joint Use Agreement for Montgomery Middle School provided by the Parks and Recreation Department.

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Per the terms of the contract, the City and District should apply a price escalator to the \$29,750 every two years based on the CPI. The following exhibit shows the application of the CPI adjustment to the base maintenance cost identified in the Montgomery Middle School JUA:

**Exhibit 9:**

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**Consumer Price Index Calculation for City's Annual Maintenance Cost for Montgomery Middle School**

Bi-Annual CPI Calculation per MOU					
Year	Maintenance Cost	CPI Base	CPI Change	Difference in Labor Cost	Total Annual Maintenance Costs
2009	\$29,750	243.655	NA	NA	\$29,750
2011	\$29,750	253.368	3.99%	\$1,186	\$30,936
2013	\$30,936	261.679	3.28%	\$1,015	\$31,951
2015	\$31,951	271.526	3.76%	\$1,202	\$33,153
2017	\$33,153	284.464	4.76%	\$1,580	\$34,733
2019	\$34,733	290.076	1.97%	\$685	\$35,418

Source: OCA generated based on data provided by the Parks and Recreation Department.

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As seen in the table, when the CPI is applied, the maintenance cost for Montgomery Elementary has increased from \$29,750 to \$35,418, an increase of \$5,668 over 10 years. The City has not performed this calculation for any of the 85 JUAs administered by PRD at this time.

**The City Has Not Followed MOU Terms Requiring Property Appraisals for New Joint Use Agreements**

To achieve equity in the construction and operation of joint use sites, the MOU and JUAs require the City to conduct property appraisals for new and certain renewed JUAs. The appraisal determines the value of the property to be used in the parity calculation. However, the City has not conducted any appraisal for the sites we reviewed.

As stated in the Background section, a primary goal of the MOU and JUAs is ensuring the City and the District contribute equitably in the cost of the land, construction, and maintenance of the joint use facilities. To equitably split costs, the MOU requires the City and District to determine the value of the property by performing an appraisal. The MOU provided three options to determine the value of the land.

- **Option 1:** Either the City or the District, will agree to advise in writing, called a Commencement Notice, on the party's opinion as to the value of the asset.<sup>8</sup> The proposed value sets its Highest and Best Private Use, or valued for the highest private use.<sup>9</sup>

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<sup>8</sup> According to the MOU, "As part of the negotiation of the site-specific joint use agreement, City and District shall document in writing the need to value land for the proposed joint use agreement by letter signed by the City Manager or designee and the District Superintendent or designee [the Commencement Notice] identifying the subject property [the Asset] and agreeing to advise the other Party in writing of such Party's opinion as to the value of the Asset [for each, the Proposed Value] within ninety (90) days of the date of the Commencement Notice."

<sup>9</sup> According to the MOU, Highest and Best Value "shall mean that reasonably probable and legal private use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value. Uses that are not considered 'highest and best uses' are: interim, use, special use, non-conforming use, speculative use and excess land. The term 'private' is used to denote typical private sector uses, such as residential, commercial industrial, etc. versus public sector special uses such as parks, schools, open space, fire stations, libraries, etc."

- **Option 2:** In instances where the City's and District's values are not the same but are within 20 percent (as a percentage of the larger proposed value), the value shall be the average. If the values are more than 20 percent apart, the parties will negotiate.
- **Option 3:** If the parties cannot agree on the price, the parties shall each appoint an appraiser. These two appraisers will, in turn, hire a third qualified appraiser to opine on the property. This appraisal will be binding. According to the City staff, an appraisal costs between \$3,000 and \$50,000, depending on the complexity involved in analyzing the site. The agreed-upon value of the property is then split by 50 percent, and this value then serves as the basis for the calculation of the parity schedule.

However, the City has not conducted an appraisal for any of JUAs executed before 2017 as required by the MOU. Rather, the City has used the same estimate—\$500,000 per acre—on each joint use site since the MOU was executed in 2002. For example, the City and District entered a JUA for the construction and maintenance of a new park facility at Marvin Elementary School. The City used an estimate of \$500,000 per acre value for the property without completing an appraisal.

**Exhibit 10:**

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**Property Land Contribution from Marvin Elementary Joint Use Agreement**

EXHIBIT "B"					
MARVIN ELEMENTARY SCHOOL					
CALCULATION OF FINANCIAL CONTRIBUTIONS					
Pursuant to Section III.A of the MOU					
Value of DISTRICT's Land Contribution	\$500,000 /ACRE	X	3.87 acres	=	\$1,935,000

Source: Joint Use Agreement for Marvin Elementary School provided by the Parks and Recreation Department.

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Beginning in 2018, the City and the District employed a new method of determining the value of the property for the purpose of the parity calculation. The District provided the land purchase and sales prices for properties it has acquired or sold within the past five years. The District then takes the average of the sites, divided by 50 percent, in order to produce the value of the land contribution.

Using the methodology above for land valuation, the value of the per acre land contribution for the District is \$870,908 per acre for the JUA parity calculations. As illustrated in the exhibit below, the City and the District used this land contribution amount—\$871,908 per acre—in the recent negotiation for a JUA at the site of Harriet Tubman Charter School.

***Exhibit 11:***

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**Property Land Contribution from Harriet Tubman Charter School Joint Use Agreement**

**EXHIBIT "B"**  
**HARRIET TUBMAN CHARTER SCHOOL**  
**CALCULATION OF FINANCIAL CONTRIBUTIONS**  
**Pursuant to Section III.A of the MOU**

Value of DISTRICT's Land Contribution	\$871,000 /ACRE	X	1.6 acres	=	\$1,393,600
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Source: Joint Use Agreement for Harriet Tubman Charter School provided by the Parks and Recreation Department.

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Updating property values will result in the City performing maintenance for longer periods of time in the majority of JUAs. The values of the properties are most likely higher than the \$500,000 per acre estimate used in the majority of the JUAs executed between the City and the District. The parity calculations for nearly all of the JUAs currently in effect between the City and the District therefore underestimate the



value of the land contribution in the parity requirement. One important impact of using the accurate property values is the City will be paying for maintenance on these facilities for a longer period due to increases in the District's financial contributions to the site.

**The City Has Not  
Implemented a  
Tracking System to  
Monitor Financial  
Equity Related to Joint  
Use Sites**

The primary means for ensuring equity in the operation of the joint use program is the proper updating of construction, maintenance, and land costs for the joint use sites. The MOU and JUA also establish a formula to calculate the parity requirement. However, PRD and Planning management stated the parity calculation has never been updated and tracked after the execution of the JUA, and the City does not have a tracking system to update cost and calculate changes to the parity formula for the JUAs.

In order to achieve equity of financial contributions, the City and the District agreed to a cost contribution methodology to achieve parity. To ensure the City and the District contribute equitably to joint use site, the costs for the development and land costs must be determined. Once these costs are determined, the City and District total their respective contributions.

Each JUA executed after the MOU was executed contains a "Calculation of Financial Contributions" form that specifies both the land contribution and the development contribution for each joint use site. Below is an example of the calculation methodology for Pershing Middle School in which the District contributed the land and the City contributed the development costs:

**Exhibit 12:**

**Calculation of Financial Contribution for City's Land and Development Costs for  
Pershing Middle School**

**EXHIBIT B**

**PERSHING MIDDLE SCHOOL  
CALCULATION OF FINANCIAL CONTRIBUTIONS AS OF FEBRUARY 1, 2016  
Pursuant to Section III of the MOU**

Value of DISTRICT's Land Contribution	\$500,000	X	5 acres	=	\$2,500,000
Value of DISTRICT's Development Contribution	\$0			=	\$0
TOTAL DISTRICT CONTRIBUTION					\$2,500,000
Value of CITY's Development Contribution	\$200,000	X	5 acres	=	\$1,000,000

Source: Joint Use Agreement for Pershing Middle School provided by the Parks and Recreation  
Department.

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As can be seen above, the District contributed \$2.5 million while the City contributed \$1 million leaving a difference of \$1,500,000.

In devising the parity concept, the City and the District contemplated that for each site, one party would likely contribute more than the other party after land and development costs are totaled. The City and the District agreed the party that contributed less would pay for all maintenance cost at the site, until the party's contributions equalized.

For example, the Pershing Middle School property, the City and the District agreed that maintenance cost for the property would be \$42,500 annually.

**Exhibit 13:**

**Calculation of Financial Contribution for City's Annual Maintenance Cost for Pershing Middle School**

**EXHIBIT B**

**PERSHING MIDDLE SCHOOL  
CALCULATION OF FINANCIAL CONTRIBUTIONS AS OF FEBRUARY 1, 2016  
Pursuant to Section III of the MOU**

Value of CITY's Annual Maintenance Contribution:	\$8,500	X	5 acres	=	\$42,500
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Source: Joint Use Agreement for Pershing Middle School provided by Parks and Recreation Department.

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The City and the District agreed the party with the contribution deficit for the site would assume all maintenance costs—the \$42,500 annually—until the \$1.5 million is paid off. To determine the number of years the City will assume full maintenance costs, the following formula is applied:

**Exhibit 14:**

**Calculation of Financial Contribution for Parity for Pershing Middle School**

Years until Parity shall be reached =  $\frac{\text{TOTAL DISTRICT CONTRIBUTION} - \text{TOTAL CITY CONTRIBUTION}}{\text{ANNUAL CITY MAINTENANCE CONTRIBUTION (Total Maintenance Cost / Total Years in Term)}}$

Years until Parity shall be reached =  $\$2,500,000 - \$1,042,500 / \$42,500 = 34.3 \text{ years}$

Source: Joint Use Agreement for Pershing Middle School provided by the Parks and Recreation Department.

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For the Pershing Middle School site, the City will assume full maintenance costs for a period of 34.3 years. When parity is reached, the MOU requires the City and the District to immediately amend the JUA to split the maintenance costs "50/50."<sup>10</sup>

The City has not deployed a tracking system to capture cost or calculate the different parity schedules for the any active JUAs. The City has not developed a tracking methodology to capture the changes in property values, construction costs, and CPI adjustments to the maintenance costs. This is particularly problematic because each JUA contains different expiration dates, different financial contribution calculations, and different parity schedules. As a result, City management may not know how long the City is contractually required to pay the full maintenance costs at each joint use site.

#### **WHY THIS OCCURRED**

##### **City Management Stated the Financial Contributions Framework Set Forth in the MOU is Confusing, Cumbersome, and Ineffective**

City management at both the Parks and Recreation and the Planning Department stated the MOU is not followed because of the costly, confusing nature of the terms, and the extensive staff time required to oversee complete implementation. In addition, City management at PRD stated the terms of the MOU are not reflective of the current intent of the relationship between the City and the District rendering them ineffective.

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<sup>10</sup> The MOU states, "That party will be solely responsible for the payments until the cost differential has been eliminated. If financial parity is reached prior to the expiration of an existing agreement, that agreement shall be immediately amended to reflect a 50/50 shared maintenance."

**The MOU's Financial  
Calculation  
Methodology Terms are  
Confusing**

City management pointed to several areas of the MOU that are confusing and overly complex. As described in the Background section, the MOU provides a series of separate methodologies to calculate the financial contributions made by the City and the District to ensure that these contributions are equitable. First, there is a contribution methodology for new joint use sites. Second, there is a methodology for JUAs that were executed prior to 1996 that are expiring. Third, there is a methodology for JUAs executed after 1996 that are expiring.

City officials stated that MOU terms dictating when the three methodologies are used are so complicated that neither the City nor District have implemented them. Rather, City officials have largely only included the MOU proscribed financial contributions intended for renewed JUAs.<sup>11</sup> City officials stated that District officials negotiating the contracts also agreed to this, which was essentially a work around.

Management stated they were unable to discern the confusing language because the MOU was drafted in 2002 and the original drafters are no longer employed with the City or the District. Management stated they were therefore unable to discern the intent of the MOU drafters as to clarity of the terms.

Finally, PRD and Planning management stated they believed that language in the MOU allowed the department to forego the terms of the agreement. PRD and Planning pointed to a portion of the MOU that stated, "[S]ite-specific joint use agreements shall take precedence over this MOU in the event of inconsistency." However, PRD management stated the department recently realized that the specific terms in the JUAs reference the application of the MOU's financial contribution methodologies.

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<sup>11</sup> The MOU proscribes separate financial calculation methodologies for (1) JUAs for new joint use sites; (2) JUAs for sites subject to agreements entered into prior to 1996 that expired; and (3) JUAs for sites subject to agreements entered into after 1996 that expired.

**City Management  
Stated They Do Not  
Have the Funding or  
Staffing Required to  
Track Financial Terms**

City management at both PRD and Planning stated the specific terms of the MOU and the JUA are impractical due to the heavy burdens on budgets and staff for updating and tracking financial contributions. City management point to the appraisal requirements and the biennial adjustment to maintenance costs based on the CPI as problematic.

City management stated that requiring an appraisal for every joint use site is not practical. PRD management stated they do not have money in their budget for appraisals at joint use sites. According to City staff, appraisals cost between \$3,000 and \$50,000 per joint use site. City management stated that both the City and the District are aware that they are not conducting and have agreed not to conduct appraisals.

City management stated the performing the CPI adjustment biennially as part of the parity formula is also impractical. PRD management stated the PRD does not have the staff to perform the adjustments for each JUA executed under the MOU.

**City Management  
Stated the MOU No  
Longer Reflects the  
Intent of the City and  
District**

City management stated that the MOU is not a practical agreement and does not reflect the intent and purposes of the joint use program. Both City and District officials stated the program has not been operated to achieve the level of financial parity set forth in the agreements. Rather, both City and District officials stated the program is operated with the understanding that the District is able and willing to provide the land and development funding through proposition funding. Conversely, the City is able and willing to provide the maintenance on the sites. Both City and District officials described this understanding as a "win-win" to avoid negotiations that would benefit one at the expense of the other.

**City and District Financial Contributions Should Be Viewed in Total, Not by Individual Joint Use Sites**

PRD management does not believe they should invoice the District for any shared maintenance cost after parity is reached on a particular joint use site because the District has made a greater financial contribution, in total, than the City for the program in its entirety. We estimated the financial contributions of the City and the District at \$275 million using the current values in the agreements. The District has made contributions for land and development valued at \$164 million while the City has made contributions for land, development and maintenance valued at \$111 million. By our estimates, the City still needs to contribute \$53 million to reach financial parity with the District when viewed in its entirety.

**Exhibit 15:**

**Comparison of Total City and District Contributions to Date**

Total Contributions	Value of Land Contribution	Value of Development Contribution	Value of Past Maintenance Contribution	Total Contribution to Date
San Diego Unified School District	\$145,346,816	\$24,688,312	\$0	\$163,854,013
City of San Diego	\$12,600,000	\$43,480,250	\$58,595,029	\$110,816,822
Totals	\$157,946,816	\$68,168,562	\$58,595,029	\$274,670,835

Source: OCA generated based on data provided from the Parks and Recreation Department.

However, the parity terms of the JUAs do not include adjustment of financial contributions at another site as an option for sharing maintenance cost when parity is met. The JUAs state, "After the Parties reach parity, City and District shall each be responsible for fifty percent (50%) of the cost of maintenance of the Joint Use Area except where specifically excluded in other sections of this Agreement."

The new agreements include a clause on Remaining Value Reimbursement that discusses the value to be reimbursed to the City if an agreement is terminated and the improvements were funded in part or full by the City. The new JUAs state:

"The agreed to value shall be reimbursed to the City and may be, but not limited to, cash, adjustments to the parity calculation at another joint use site or sites, waiving of City maintenance cost reimbursement to District at another joint use site or sites, or any other means determined to be equitable by both Parties." However, this language is for terminated agreements and while the argument that the City should not invoice the District for maintenance when the District has made a larger financial contribution is the current understanding, it is not supported by the current terms of the JUAs or the MOU.

**The City Would Chase Parity into Perpetuity by Using the Current MOU Parity Formula**

The application of the MOU's financial contribution section that property is appraised at the renewal of an agreement ensures the City will chase parity into perpetuity. As such, if the current MOU parity formula remains in effect, the City and District would allocate significant resources to track the parity contribution with the knowledge that parity will rarely be achieved.

Another scenario is that the City may reach parity and invoice the District for 50 percent of maintenance cost only to have the terms change, per the MOU, when the land is appraised at a higher value when the agreement is renewed. Under the MOU, the agreements prior to 1996 used the assigned value of \$500,000 per acre. The more recent agreements show a value of \$871,000 per acre based on the District's evaluation of recent land transactions. If the District's land values keep increasing every 25 years, the City may never reach parity or even go from invoicing the District for 50 percent of maintenance cost to paying 100 percent of the maintenance cost as shown below for the Clay Elementary agreement. The City would reach parity in 2016 and bill the District for 50 percent of the maintenance until the agreement expires in 2030.



**Exhibit 16:**

**Example of Application of Parity Formula Set Forth in MOU at Clay Elementary School**

Clay Elementary School: 3.68 acres Joint Use Agreement Renewed 2005 Expiration 2030		
	<u>City Contributions</u>	<u>District Contributions</u>
Land (\$500,000 per acre)	\$ -	\$1,840,000
Development	\$736,000	
Maintenance	\$736,000	
	<u>\$1,472,000</u>	<u>\$1,840,000</u>
City Parity Requirement	\$368,000	
City Annual Maintenance	\$31,280	
Total Maintenance @ FY2031*	\$1,001,766	
City Parity Requirement	<u>\$368,000</u>	
City Amount over Requirement	<u>\$633,766</u>	
Due from SDUSD (50%)	\$316,883	

Source: OCA generated based on data provided by the Parks and Recreation Department.

\* Adjusted every two years for CPI.

Upon the expiration of the agreement in 2030, the financial calculation is run anew with an updated appraisal amount for the District land. As a result, the updated appraised value of the property pushes the parity calculation farther out and extends the period of time the City pays full maintenance cost for the site for another 25 years.

**Exhibit 17:**

**Example of Application of Parity Formula Set Forth in MOU at Clay Elementary School**

Agreement Renewal 2030 Expiration 2055		
	<u>City Contributions</u>	<u>District Contributions</u>
Land (\$871,000 per acre)	\$ -	\$3,205,280
Development	\$736,000	
Past Maintenance	\$684,883	316,883
	<u>\$1,420,883</u>	<u>\$3,522,163</u>
City Parity Requirement	\$2,101,280	
City Annual Maintenance	\$44,976	

Source: OCA generated based on data provided by the Parks and Recreation Department.

And then the parity calculation is done again in 2055 and the "chasing parity" effect continues.

**EFFECT OF NOT TAKING ACTION**

**The City May Accrue Maintenance Costs that Should Be the Responsibility of the District for Some Joint Use Sites**

We found that if the City tracked the financial contributions according to the language in the JUAs, the District is potentially responsible for an estimated \$1.2 million of prior maintenance costs, as of FY2018, for 11 joint use sites in which financial parity has been reached. Additionally, the District is potentially responsible for an estimated \$355,000 annually, beginning in FY2019, for ongoing maintenance costs for 12 joint use sites.

Per the terms of the individual joint use agreements, the District may be responsible for 50 percent of the maintenance cost for eight sites in which parity has been reached. Additionally, the District may also be responsible for 100 percent of the maintenance cost for four sites in which the City made the greater financial contribution yet continues to pay 100 percent of the maintenance cost. The MOU addresses this scenario under Expiring Agreements in which

it states that the party who contributed the lesser amount will be solely responsible for the payment of all maintenance costs under the renewed agreement.

The 12 Joint Use Agreements are: Adams Elementary, Cabrillo Elementary, Cadman Elementary, Clay Elementary, Dingeman Elementary, Ellen Browning Scripps Elementary, Fletcher Elementary, Keiller Middle School, Language Academy, School of Performing Arts (Penn Athletic Field), Valencia Park Elementary, and Wangenheim Elementary.

**The City Continues to Propose Joint Use Agreements Containing Financial Equity Contribution Provisions that the City Has Not Consistently Followed**

The City continues to propose new JUAs to the City Council that contain some of the deficiencies outlined above, such as agreements that contain inaccurate maintenance costs, land values, and development costs. Additionally, backup materials submitted to the City Council state the JUAs are in compliance with the terms of the MOU.

For example, in 2018, City management proposed to the City Council the approval of a JUA for Cubberly Elementary School. As illustrated below, the City included in the Calculation of Financial Contributions the \$500,000 per acre for the property contribution and \$8,000 per acre for the maintenance contribution despite being in possession of the updated property values and the updated maintenance values.

**Exhibit 18:**

**Calculation of Financial Contributions for Cubberly Elementary School**

EXHIBIT "B"					
CUBBERLEY ELEMENTARY SCHOOL					
CALCULATION OF FINANCIAL CONTRIBUTIONS					
Pursuant to Section III.A of the MOU					
Value of DISTRICT's Land Contribution	\$500,000 / ACRE	X	3.65 acres	=	\$1,825,000
Value of DISTRICT's Development Contribution	\$200,000 / ACRE	X	3.65 acres	=	\$730,000
<b>TOTAL DISTRICT CONTRIBUTION</b>					<b>\$2,555,000</b>
Value of CITY's Maintenance Contribution	\$8,000/ YEAR/ACRE	X	3.65 acres	=	\$29,200/YEAR

Source: Joint Use Agreement for Cubberly Elementary School provided by the Parks and Recreation Department.

As stated above, these values do not reflect the accurate value of the contributions, do not provide the basis for an accurate representation of the parity schedule, and are potentially not in compliance with the terms of the MOU and JUAs as approved by the City Council.

What's more, when seeking approval of the JUA, City management represented that the JUA followed the MOU. Specifically, the Staff Report presented to the City Council stated the "terms of the proposed agreement are consistent with" the MOU.

Notably, the City Council approved JUAs for six additional joint use sites in 2017 and 2018—including Encanto Elementary School, Pershing Middle School, Creative Performing Media Arts Middle School, Gage Elementary School, Linda Vista Elementary School, and Marvin Elementary School—that contain some of the inaccuracies in property, construction, and maintenance values. The backup materials presented to the City Council for each of these JUAs stated the "terms of the proposed agreement are consistent" with the MOU. Notably, according to PRD management, none of these JUAs have been updated.

**WHAT SHOULD HAVE  
OCCURRED**

**The City Should Have Used Practical Joint Use  
Agreements Similar to Other Cities and as Recommended  
by Best Practices**

The MOU executed by the City and District in 2002 contains the concept of parity paired with a complex set of financial contribution methodologies that are not used by the majority of other municipalities and school districts engaged in these agreements.

As opposed to a proscriptive MOU, best practices recommend a document detailing the broad vision and goals for the program. For example, ChangeLab Solutions recommended

the formal adoption of a policy that includes a vision statement of facilities use by the Board of Education and the local municipal government will set a clear direction for district and municipal action.<sup>12</sup> In the vision statement, the school district and the municipality should clearly state their agreement on the potential benefits of community use of facilities. The vision statement should be co-constructed and shared with key partners and stakeholders who have a vested interest in community use in the district's facilities.

***Los Angeles Unified School District***

The Los Angeles Unified School District (LAUSD) has entered into agreement with several municipalities to open school sites after school hours. LAUSD employs different types of contracts to memorialize agreements to open school sites during off-school hours including Joint Powers Agreements, and MOUs coupled with individual JUAs.

For example, the LAUSD and the City of Bell operate joint use sites under a MOU that includes basic principles guiding the program. LAUSD and the City of Bell then negotiate a separate JUA with terms for individual joint use site.

According to LAUSD management, LAUSD performs the maintenance on the joint use sites that are open during off-school hours. For each agreement, LAUSD and the City of Bell negotiate a monetary amount for the use of the facility by the City of Bell. Once the contract is executed, LAUSD opens the joint use site during proscribed hours and performs the maintenance. The amount is different for each site based on the agreement between LAUSD and the City of Bell.

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<sup>12</sup> ChangeLab Solutions is a nonprofit organization that provides legal information on matters relating to public health. ChangeLab Solutions works across the nation to advance equitable laws and policies that ensure healthy lives for all. ChangeLab Solutions aims to prioritize communities whose residents are at highest risk for poor health. Its interdisciplinary team of lawyers, planners, policy analysts, and more, works with neighborhoods, cities, and states to create thriving communities.

***Santa Barbara School  
District and City of  
Santa Barbara***

The City of Santa Barbara and the Santa Barbara School District (SBUSD) entered into an overarching agreement for the provision of joint use and maintenance of recreational and educational facilities and the joint programming and development of recreational and educational activities.

The relationship was established through an agreement that establishes the basic principles for the joint use sites. For example, the agreement stated that maintenance of SBUSD sports fields and playgrounds may be provided by the SBUSD or the City of Santa Barbara as specifically agreed to by the parties. The City of Santa Barbara annually determines the funds available for such maintenance and appropriates funds according to this determination.

The agreement specified that the City of Santa Barbara and the SBUSD may agree to jointly develop or redevelop facilities they deem beneficial to both agencies. The cost of developing or redeveloping such facilities may be shared as deemed appropriate and approved by both agencies. The responsibility for preparing designs, specifications, bidding, supervision of work and maintenance of the facility to be jointly developed or redeveloped shall be defined and approved by the City of Santa Barbara and SBUSD before starting the development.

Where new construction is undertaken on a site, SBUSD and the City of Santa Barbara negotiate a separate agreement specifying the long-term use, maintenance responsibilities and other appropriate issues regarding the improvements consistent with the provisions of this agreement. After a reasonable period of time, as mutually agreed to by the parties, title to any improvements on SBUSD property shall vest to SBUSD.

***La Mesa-Spring Valley School District and City of La Mesa***

The City of Las Mesa and the La Mesa-Spring Valley School District (LMSVSD) have executed "Joint Use and Operation Agreement" for the provision joint use and maintenance of recreational and educational facilities.

The City of La Mesa and the LMSVSD use sub-agreements to the Joint Use and Operation Agreement to expand of the concept of joint use to include joint maintenance and repair of shared facilities, joint master planning of properties.

For new developments, the City of La Mesa and LMSVSD form a Steering Committee comprised of City of La Mesa and LMSVSD representatives responsible for reviewing project design, monitoring construction and representing the interest of their respective agency. The City of La Mesa and LMSVSD should develop a reasonable cost sharing agreement for new development that are part of the MOU for each new site. The Joint Use and Operation Agreement states the cost sharing agreement shall be based on the proportional use of the facilities or equipment by each agency.

The Joint Use and Operation Agreement includes a matrix listing all joint use sites and specifies which agency is responsible for maintenance activities.

**The MOU Should Reflect the Best Interests of the City and District**

City of San Diego (City) management stated that the MOU as currently written no longer represents the interests of the City and the San Diego Unified School District (District). As discussed above, the MOU included specific terms designed to ensure that the City and the District equitably contribute to the development and operation of the joint use sites. Since the execution of the MOU, the City and District have illustrated a desire to move away from the concept of equity as defined in the parity calculation methodology.

Both City and District management asserted the MOU should not be so prescriptive to specify details and terms for JUA negotiations for different sites. City and District management

stressed that many of the joint use sites are unique and the terms of the MOU cannot be applied.

For example, each joint use site requires different property contributions from the City and District. In some instances, the District contributes all of the properties, in some instances the City contributes all of the property, and in other instances the City and District each contribute parcels combined to form a joint use site. City and District officials stress that the sites are so different that latitude is needed to tailor the JUA to the needs of the site. City and District management envisioned future agreements negotiated individually.

City and District envisioned an MOU, or some other overarching guiding document, that did not proscribe specific terms for the JUA. Rather, the MOU would note the positive working relationship with the City and District in opening and operating the joint use sites. The more distinct terms of the agreements would be negotiated separately for each joint use site.

**Internal Control  
Standards Should Be  
Used to Achieve the  
Joint Use Program  
Objectives**

Our evaluation of internal controls focused primarily on the implementation and tracking of the financial terms of the MOU and JUAs. We found that the internal control design was not sufficient to ensure the financial objectives of the agreements were realized. Instead, the internal control structure reflected the strategic vision of management, which was to work with the District to create more joint use park space with the understanding that the ongoing financial arrangement was a benefit to the residents of San Diego regardless of the financial terms in the MOU.

An effective internal control system should include the establishment of an organizational structure and assigned responsibility for PRD, Planning Department, City Attorney's Office, and the District to carry out the program objectives.



The internal control system should also be documented and communicated to those responsible for performance.

Management should define the objectives for the joint use program, so they are understood by all levels of the entity. This involves clearly defining what is to be achieved, who is to achieve it, how it will be achieved and the timeframes for achievement. This must include the financial terms as well.

As part of a risk assessment or a similar process, management should analyze and respond to identified changes and related risks to maintain an effective internal control system. Changes in conditions affecting the entity and its environment often require changes to the entity's internal control system, as existing controls may not be effective for meeting objectives or addressing risks under changed conditions. In the case of the JUAs, management identified changes that needed to be made, but has been slow to respond.

Management should document in policies for each unit its responsibility for an operational process' objectives and related risks, and control activity design, implementation, and operating effectiveness. Each unit, with guidance from management, should determine the policies necessary to operate the process based on the objectives and related risks for the operational process. Each unit also should document policies in the appropriate level of detail to allow management to effectively monitor the control activity. However, we found that management did not document the policies for tracking the financial terms as it was not recognized as a program objective.

Management should identify information requirements in an iterative and ongoing process that occurs throughout an effective internal control system. As change in the entity and its objectives and risks occurs, management should change information requirements as needed to meet these modified objectives and address these modified risks. However, we

found that information requirements were infrequently changed upon adoption of the MOU in 2002.

Management should remediate identified internal control deficiencies on a timely basis through reporting, evaluation and corrective actions. However, we found that although issues with the financial terms of the JUAs were identified by management and other personnel, they were not communicated to the City Council for evaluation and potential remediation.

**Recommendation #1:**

We recommend that the Parks and Recreation Department revise the MOU to reflect the vision and the shared goals of the City and the District.

During the revision process, the Parks and Recreation Department should work with the City Attorney's Office to determine an acceptable solution for any potential maintenance amounts that may be the District's responsibility per the requirements set forth in the existing MOU.

If an updated MOU is adopted, the Parks and Recreation Department should develop a contract template for the Joint Use Agreements. (Priority 1)

**Recommendation #2:**

We recommend that the Parks and Recreation Department implement a tracking system for the Joint Use agreements for each site to include, but not be limited to: land, development, and maintenance cost; park location; acres; agreement start date; agreement expiration date; and, if applicable, parity calculations. (Priority 2)

**Recommendation #3:**

We recommend the Parks and Recreation Department develop policies and procedures with a process narrative describing the Parks and Recreation Department, Planning Department, and other applicable City departments' responsibilities for the data inputs into the tracking system as described in Recommendation 2. (Priority 2)

***Finding 2: The City Council Policy Guiding the Development of School Sites for Park Purposes No Longer Reflects Program Administration***

**WHAT WE FOUND    The Council Policy Guiding the City's Joint Use Program was Adopted in 1981 and No Longer Reflects the Administration of the Program**

The City Council approved Council Policy 700-35 in 1981 to provide guidance on the selection, funding, and construction of joint use sites between the City of San Diego (City) and San Diego Unified School District (District). According to Parks and Recreation Department (PRD) management, the Council Policy reflected the economic status of the City and the District at that time. The Council Policy stated the "School District now indicates they will be unable to financially participate in such projects." PRD management stated that, at this time, the City was paying for the improvements of the property and performing the maintenance. Additionally, the agreements between the City and the District were leases. The Council Policy states that the lease agreement will "guarantee community use during non-school hours and or a minimum term to insure the amortization of the City's cost of improvement." The agreements were executed with mostly 25-year terms. The City and District entered into more than 25 agreements between 1975 and 2001 for joint use sites.

However, significant changes to the administration of the joint use program have occurred in the 38 years since the Council Policy was last updated in 1981. Specifically, as described in Finding 1, the City and District entered into an Memorandum of Understanding (MOU) in 2002, which included the Joint Use Agreements (JUAs) and a complex financial contribution methodology. This was a material shift

away from the lease agreements discussed in Council Policy 700-35.

Additionally, the Council Policy stated that the "School District now indicates they will be unable to financially participate in such projects." As described in the Background section, the District is the primary contributor of development of joint use sites through a series of Bond Propositions approved by voters.

**WHAT SHOULD HAVE  
OCCURRED**

**City Council Policy 700-35 Should Have Been Updated  
When the MOU was Signed in 2002 to Establish an  
Effective Control Environment Over the Joint Use  
Program**

The City and District adopted a new MOU in 2002 that changed the agreements the parties execute and created the methodology to determine equitable financial contributions. The Council Policy should have been updated at this point to establish an effective control environment to include the strategic vision, objectives, authority, responsibility and accountability for the development of school sites for park purposes. As part of developing an internal control system, the City Council can define the strategic vision and objectives for the joint use program, so they are understood by, and create accountability for, all levels of the entity.

An effective internal control system should include the establishment of an organizations structure and assigned responsibilities for the PRD, Planning Department, City Attorney's Office, and District to carry out the program objectives.

Management should document in policies the responsibility for an operational objective and related risk, control activity design, implementation, and operating effectiveness. Management should, with guidance from the board, determine the policies necessary to operate the program based on objectives and related risks for the operational process.

**WHY THIS OCCURRED**

**City Officials Stated that Updating the Council Policy Was Not a Priority**

City management in Planning and PRD stated that the Council Policy has never been updated because they believed an update was not needed.

**EFFECT OF NOT TAKING ACTION**

**The City Council May Not Receive Timely and Accurate Information Regarding the Joint Use Program**

The absence of a Council Policy update that addressed the current MOU created a disconnect between the City Council's original objectives and the objectives pursued by management in administering the joint use program under the MOU.

Without the implementation of an effective internal control environment, the City Council will not receive timely and accurate information about the administration of the joint use program. For example, City management continues to present new JUAs to the City Council with a commitment to administer the agreements in conformance with the MOU. However, as discussed in Finding 1, City management does not administer the agreements in conformance with the MOU.

The Council Policy should be updated to provide guidance on the objectives and administration of the program that is consistent with the program's administrative framework and should also include a reporting requirement to ensure the City Council or Council Committee receives quality information on the achievement of program objectives.

**Recommendation #4:** We recommend the Parks and Recreation Department, with the assistance of the Planning Department and the City Attorney's Office, develop a proposal for City Council to consider revisions to Council Policy 700-35 to include, but not be limited to:

- Strategic vision for the joint use program;
- Joint use program objectives;
- City department responsibilities; and
- Annual reporting requirements for reports to City Council or Council Committee to include:
  - Report Due Date;
  - Number and Description of joint use sites approved by Council during previous fiscal year;
  - Total number and description of joint use sites opened during previous fiscal year;
  - Prior fiscal year financial contributions by the City; and
  - Total financial contributions by the City. (Priority 2)

## Conclusion

Joint Use Agreements (JUAs) are a great way to open more accessible park space to the public. To that end, the City of San Diego (City) has entered into more than 85 agreements with the San Diego Unified School District (District) to access over 300 acres of playgrounds and fields on District property during off-school hours. To gain this access for the public, the City and the District have each made significant financial contributions for the joint use park program with a current total valuation of \$275 million for land, development and maintenance as of FY2018.

However, the City has not followed the financial terms of the joint use program as required by the Memorandum of Understanding (MOU) and the JUAs. In addition to not following the financial terms, City officials continue to present JUAs to the City Council with the pledge that the contracts are in compliance with the MOUs, despite City managements' choice not to follow the MOU and JUA required financial calculations.

Without a process to record and update financial contributions, there is no master record of financial contributions made by the City and the District to show that the contributions are equitable and that there are mutual benefits for the parties involved. In addition, the parity calculations will not be accurate. The parity formula is complex and has shown to be problematic to implement for 85 joint use sites. However, we found that if the parity formula was applied as stated in the MOU and JUAs, the District is potentially responsible for an estimated \$1.2 million of prior maintenance costs as 11 joint use sites. Additionally, the District is potentially responsible for an estimated \$355,000 annually, beginning in FY2019, for ongoing maintenance costs for 12 joint use sites.

As part of fieldwork, we interviewed several municipalities, school district officials, and non-profit specialists in joint use partnerships. All separately expressed skepticism over the efficiency, effectiveness and usefulness of the financial parity calculation proscribed by the MOU.

To address these issues, we recommended that the Parks and Recreation Department revise the MOU to reflect the vision and the shared goals of the City and the District and determine an acceptable solution for any potential maintenance amounts that may be the District's responsibility, implement a tracking system for JUAs, develop policies and procedures describing program responsibilities and develop a proposal for revisions to Council Policy 700-35.



# Recommendations

**Recommendation #1:** We recommend that the Parks and Recreation Department revise the MOU to reflect the vision and the shared goals of the City and the District.

During the revision process, the Parks and Recreation Department should work with the City Attorney's Office to determine an acceptable solution for any potential maintenance amounts that may be the District's responsibility per the requirements set forth in the existing MOU.

If an updated MOU is adopted, the Parks and Recreation Department should develop a contract template for the Joint Use Agreements. (Priority 1)

**Recommendation #2:** We recommend that the Parks and Recreation Department implement a tracking system for the Joint Use agreements for each site to include, but not be limited to: land, development, and maintenance cost; park location; acres; agreement start date; agreement expiration date; and, if applicable, parity calculations. (Priority 2)

**Recommendation #3:** We recommend the Parks and Recreation Department develop policies and procedures with a process narrative describing the Parks and Recreation Department, Planning Department, and other applicable City departments' responsibilities for the data inputs into the tracking system as described in Recommendation 2. (Priority 2)

**Recommendation #4:**

We recommend the Parks and Recreation Department, with the assistance of the Planning Department and the City Attorney's Office, develop a proposal for City Council to consider revisions to Council Policy 700-35 to include, but not be limited to:

- Strategic vision for the joint use program;
- Joint use program objectives;
- City department responsibilities; and
- Annual reporting requirements for reports to City Council or Council Committee to include:
  - Report Due Date;
  - Number and Description of joint use sites approved by Council during previous fiscal year;
  - Total number and description of joint use sites opened during previous fiscal year;
  - Prior fiscal year financial contributions by the City; and
  - Total financial contributions by the City. (Priority 2)

# Appendix A: Definition of Audit Recommendation Priorities

## DEFINITIONS OF PRIORITY 1, 2, AND 3

### AUDIT RECOMMENDATIONS

The Office of the City Auditor maintains a priority classification scheme for audit recommendations based on the importance of each recommendation to the City, as described in the table below. While the City Auditor is responsible for providing a priority classification for recommendations, it is the City Administration's responsibility to establish a target date to implement each recommendation taking into consideration its priority. The City Auditor requests that target dates be included in the Administration's official response to the audit findings and recommendations.

Priority Class <sup>13</sup>	Description
1	Fraud or serious violations are being committed. Significant fiscal and/or equivalent non-fiscal losses are occurring. Costly and/or detrimental operational inefficiencies are taking place. A significant internal control weakness has been identified.
2	The potential for incurring significant fiscal and/or equivalent non-fiscal losses exists. The potential for costly and/or detrimental operational inefficiencies exists. The potential for strengthening or improving internal controls exists.
3	Operation or administrative process will be improved.

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<sup>13</sup> The City Auditor is responsible for assigning audit recommendation priority class numbers. A recommendation which clearly fits the description for more than one priority class shall be assigned the higher priority.

## Appendix B: Objectives, Scope, and Methodology

**Objectives** In accordance with the City of San Diego (City) Auditor's FY 2019 Work Plan, we conducted a performance audit of the City's Joint Use Agreements (JUAs). The tentative objective of the project was to determine if the JUAs are reasonable and effective. The specific objectives were to:

Determine whether the operations and oversight of Joint Use Agreements between the City of San Diego and San Diego Unified School District are administered efficiently and effectively to include: (1) sufficient internal control environment; (2) compliance with relevant laws and contracts; and (3) conformance with best practices.

**Scope and Methodology** To achieve our audit objectives, we interviewed City staff and management from various departments to determine their roles and responsibilities. We also interviewed management at the San Diego Unified School District (District).

To determine the City's internal controls, we identified organizations within the City involved in the execution, operation, and administration of the JUAs. We evaluated the contract negotiation and execution process between the City Attorney's Office, the Parks and Recreation Department (PRD), and the Planning Department. We further evaluated PRD's control environment, information and communication, and monitoring controls over JUAs.

We reviewed PRD's tracking system for the JUAs executed between the City and the District including the tracking and monitoring of acreages for joint use sites and the execution and expiration dates of individual JUAs.

We reviewed the Memorandum of Understanding (MOU) all JUAs executed between the City and the District to determine whether the terms of the MOU and JUAs were followed.

To determine whether the program was operated in conformance with best practices, we reviewed materials published by and interviewed non-profits specializing in joint use agreements. We also reviewed JUAs and conducted interviews with other municipalities operating joint use programs. We also reviewed best practices materials published by the United States Government Accountability Office and the National League of Cities.

To consider the potential for fraud related to the operation of the joint use program, we met with the City's Fraud Investigator.

**Compliance Statement**

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on the audit objectives.



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: April 8, 2019

TO: Kyle Elser, Interim City Auditor

FROM: Herman D. Parker, Director, Parks and Recreation Department

SUBJECT: Response to Performance Audit of the City's Administration of Joint-Use Agreements with San Diego Unified School District

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This memorandum serves as the management response to the Performance Audit of the City's Administration of Joint-Use Agreements with the San Diego Unified School District (District). The report has two (2) findings with four (4) recommendations. Some of the recommendations require coordination with the District, so the City will make concerted efforts to meet the estimated completion dates shown in the management responses contingent upon District availability. Please accept the following as our response:

**Recommendation #1**

*We recommend that the Parks and Recreation Department revise the MOU to reflect the vision and the shared goals of the City and the District. During the revision process, the Parks and Recreation Department should work with the City Attorney's Office to determine an acceptable solution for any potential maintenance amounts that may be the District's responsibility per the requirements set forth in the existing MOU. If an updated MOU is adopted, the Parks and Recreation Department should develop a contract template for the Joint Use Agreements. (Priority 1)*

**Management Response:** We agree with the recommendation and propose a multi-faceted strategy for implementation:

- a. **Revise Memorandum of Understanding (MOU):** The Parks and Recreation Department and the Planning Department (Departments) will work with San Diego Unified School District (District) to revise the current MOU to reflect the vision and the shared goals of the City and the District for consideration by the City Council.

**Estimated Completion Date: July 2020**

- b. **Establish Contract Template for Joint Use Agreements:** The Departments and District will revise the existing template agreement to comply with the proposed revised MOU.

**Estimated Completion Date: July 2020**

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Kyle Elser, Interim City Auditor

April 8, 2019

- c. **Establish Interim Contract Template for Joint Use Agreements:** Given the timeline to complete negotiations for a revised MOU and for the Departments and District to bring the revised MOU forward for City Council and Board of Education approval, the Departments anticipate that an interim contract template is necessary that neither relies on the existing MOU nor must relate to the future revised MOU. Staff anticipates that additional joint-use agreements (JUAs) may require City Council and Board of Education approval during this interim period while the MOU is being revised and approved. This continuance is necessary to keep the Play All Day program moving forward and allowing the District to meet bond funding guidelines.

**Estimated Completion Date: September 2019**

- d. **Revise All Joint Use Agreements to Comply with the Revised MOU:** It is anticipated that once the revised MOU is approved by the City Council and the Board of Education, all JUAs approved under the existing MOU will need to be amended or renewed under the provision of the new MOU.

**Estimated Completion Date: July 2020**

- e. **Address whether Any Amounts Are Owed to either the City or the District:** Because the current MOU contains language regarding financial parity between parties, the Departments will work with the District in consultation with the City Attorney's Office to review JUAs developed under the current MOU to address if any financial reconciliation is necessary.

**Estimated Completion Date: July 2020**

## **Recommendation #2**

*We recommend that the Parks and Recreation Department implement a tracking system for the Joint Use agreements for each site to include, but not be limited to: land, development, and maintenance cost; park location; acres; agreement start date; agreement expiration date; and, if applicable, parity calculations. (Priority 2)*

**Management Response:** We agree with this recommendation. The Departments will coordinate with the District to track costs associated with each joint use site in accordance with the provisions of the revised MOU and proposed new agreements. The Departments already track some of the information identified in Recommendation #2, but upon completion of the revised MOU, the Departments will establish a tracking system in accordance with the revised MOU and the JUAs. The three pillars of joint-use sites are:

- a. **Land Value.** Land costs typically increase over time, but a precise increase in land value can only be determined through contracted appraisals, often costing between \$5,000 and \$10,000 per site. The District has indicated they do not have the funding for such appraisals. The revised MOU will address how the City and District will determine and track land value in a more simplified manner than currently contemplated.
- b. **Capital Development Value.** Although both agencies have supplied capital construction funds, the District has recently funded more development costs than

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what was common at the time the MOU was approved. Additionally, the value of capital improvements depreciates over time as the improvements age. The City and District will evaluate whether a general depreciation model is needed and if so how to apply it to the contributions associated with improvements to a specific site. The revised MOU will address how the City and District will determine and track an estimate of design, engineering, and construction cost in a more simplified manner than currently contemplated.

- c. **Operations and Maintenance Costs.** The City typically funds ongoing costs to maintain and operate most joint use facilities, but exceptions exist within each agreement. During the term of the JUA, maintenance and operations costs typically increase because of aging facilities, escalating material costs, and rising labor costs. Each joint use site maintained by the City is funded for ongoing operational expenses through the annual budget process. However, onetime and unexpected maintenance costs, such as an irrigation booster pump needing replacement, are not typically included in the projected operations and maintenance budget for a site. The revised MOU will address how the City and District will determine and track an estimate of ongoing and onetime operations, maintenance, and repair costs in a more simplified manner than currently contemplated.

Completion of this recommendation is directly related to completion of the revised MOU contemplated in the first recommendation.

**Estimated Completion Date: July 2020**

**Recommendation #3**

*We recommend the Parks and Recreation Department develop policies and procedures with a process narrative describing the Parks and Recreation Department, Planning Department, and other applicable City departments' responsibilities for the data inputs into the tracking system as described in Recommendation 2. (Priority 2)*

**Management Response:** We agree with this recommendation. The primary departments within the City working on joint-use projects are Parks and Recreation Department, Planning Department, Public Works Department, and Real Estate Assets Department as follows:

- Parks and Recreation – administers the JUAs, operates and maintains fields for public and school use, inspects fields for safety, issues use permits during City hours, coordinates field closures, addresses maintenance and safety concerns at single and multiple facilities, and provides support to the Play All Day program
- Planning – coordinates the Play All Day program, which includes identification of potential joint use facility locations, public meetings with recreation advisory groups and school stakeholders, design of park amenities to be included in the joint use facility, and development of outreach materials
- Public Works – delivers City-funded capital improvement projects on District property if approved by a JUA
- Real Estate Assets – serves as the lead for all negotiations on behalf of the City for acquisition and disposition of real property



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Prior to the initiation of the Play All Day program in 2016, Public Works played a major role in joint-use projects. Public Works performed the public outreach during the early design phase, prepared the construction documents for bidding and contract award, and oversaw the construction process. During that timeframe, Parks and Recreation assisted Public Works and maintained the completed joint-use facility. Planning's primary role prior to Play All Day was to identify potential joint-use sites to address the park deficiencies found in most San Diego communities. Real Estate Assets role was essentially the same during this time period.

After the Play All Day program began in 2016, most of the Public Works responsibilities shifted to the District with Planning playing a more significant role in the public input process. This occurred because most capital funding was derived from the District's capital bonds rather than City capital funding sources. Parks and Recreation's role shifted to assisting the District by being the primary reviewer of construction documents and participating in construction inspections. Parks and Recreation's maintenance role remained the same, as did the role provided by Real Estate Assets.

In addition to the large joint-use program with San Diego Unified School District, the City has joint-use agreements with six (6) other school districts within the City's boundary. Two potential joint-use facilities are in various stages of negotiation with two other school districts.

Creation of a new process narrative will need to include provisions for the unique relationship with San Diego Unified School District as well as acknowledge and provide guidance for other school districts so that the policies and procedures will be broad enough to incorporate all joint use processes.

**Estimated Completion Date: July 2020**

#### **Recommendation 4**

*We recommend the Parks and Recreation Department, with the assistance of the Planning Department and the City Attorney's Office, develop a proposal for City Council to consider revisions to Council Policy 700-35 to include, but not be limited to:*

- Strategic vision for the Joint-Use program;
- Joint-Use program objectives;
- City department responsibilities;
- Annual reporting requirements for reports to City Council or Committee to include:
  - Report Due Date;
  - Number and Description of Joint-Use sites approved by Council during previous fiscal year;
  - Total number and description of Joint-Use sites opened during previous fiscal year;
  - Prior fiscal year financial contributions by the City; and
  - Total financial contributions by the City. (Priority 2)

**Management Response:** We agree with this recommendation. Council Policy 700-35 needs to be updated to reflect current policies and goals for the Joint Use program and to provide guidance on the objectives and administration of the joint use program that is consistent with the program's administrative framework. The Council Policy update will recognize the City has JUAs with a total of seven (7) school districts within the City's limits and boundaries. While the majority of the JUAs are with the San Diego Unified School District,

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the Council Policy will be broad enough to include the unique circumstances of each school district.

The Council Policy update will include a reporting requirement to ensure the City Council and/or one of its committees receive quality information on the achievement of program objectives. A cornerstone of this reporting is the tracking system outlined in Recommendation #2, as the tracking system can include the fiscal year in which the City made financial contributions to a specific joint use facility. The annual report will also outline the status of the Play All Day program, including number of joint-use facilities completed, under construction, or planned.

**Estimated Completion Date: July 2020**

If you have any questions, please contact me at (619) 236-6643 or [hparker@sanidiego.gov](mailto:hparker@sanidiego.gov).



Herman D. Parker  
Director, Parks and Recreation Department

cc: Honorable Mayor Kevin Faulconer  
Honorable City Attorney Mara Elliott  
Aimee Faucett, Chief of Staff  
Kris Michell, Chief Operating Officer  
Andrea Tevlin, Independent Budget Analyst  
Rolando Charvel, Chief Financial Officer  
Stacey LoMedico, Assistant Chief Operating Officer  
Ronald H. Villa, Assistant Chief Operating Officer  
Johnnie Perkins, Deputy Chief Operating Officer  
Jeff Sturak, Deputy Chief Operating Officer  
Robert Vacchi, Deputy Chief Operating Officer  
Mike Hansen, Director, Planning  
Tracy McCraner, Director and City Comptroller, Department of Finance  
James Nagelvoort, Director, Public Works  
Cybele Thompson, Director, Real Estate Assets

CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

# CURRENT

SUBJECT: DEVELOPMENT OF THE CITY'S JOINT USE PROGRAM WITH  
SCHOOL DISTRICTS  
POLICY NO.: 700-35  
EFFECTIVE DATE: November 8, 2021

## BACKGROUND:

The City of San Diego (City) partners with multiple School Districts to maximize the shared use of public facilities for recreational purposes. In particular, the City and San Diego Unified School District have been cooperating in the joint use of numerous recreational facilities since 1948 and have one of the largest Joint Use Programs in the country.

## PURPOSE:

To establish guidelines for the strategic vision, objectives, authority, responsibility, and accountability for the development, administration, and operations of the City's Joint Use Program.

## DEFINITIONS:

Joint Use Agreement: Joint Use Agreements are the written agreements between the City and a School District setting forth the terms and conditions for the shared use of recreational facilities.

Joint Use Amenity: Recreational amenities including multi-purpose turf ballfields, walking tracks, parking lots, trees, backstops, bleacher seating areas, picnic areas, sports lighting, swimming pools, playgrounds, tennis courts, gymnasiums, blacktop play areas including basketball courts, and similar amenities.

Joint Use Area: The geographic boundary of School District or City real property, or a combination of both, that comprises the Joint Use Facility. Typically, a Joint Use Area is shown as a boundary line on an exhibit to the Joint Use Agreement.

Joint Use Facility: A facility intended to facilitate the shared use of Joint Use Amenities for the benefit of the School District and the public when school is not in session.

Joint Use Program: A comprehensive program developed by the City with a School District that consists of one or more Joint Use Agreements for the use of one or more Joint Use Facilities with the goal of meeting the recreational and educational needs of the communities both public agencies serve.

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School District: As defined in California Education Code section 17070.15, as may be amended from time to time, and within the City’s jurisdictional boundaries.

POLICY:

A. Strategic Vision of the Joint Use Program:

- a. The City’s Joint Use Program with School Districts allows for the shared use of public facilities and resources. The Joint Use Program addresses the City’s need for more parkland and recreational opportunities in our communities, particularly in the older urbanized communities where there is limited land available for new parks. The Joint Use Program also advances the School Districts’ goals to support the needs of the communities they serve.
- b. It is to the mutual benefit of the City and the School Districts to pool resources to provide the land, construction, operations, and maintenance of recreational facilities that can serve the needs of the general public as well as School Districts’ students, families, and faculty. The City’s Joint Use Program provides for the shared use of public land and facilities that best serve the educational and recreational needs of the residents of the City.
- c. The City may enter into a Memorandum of Understanding with School Districts as necessary to establish roles and responsibilities, to define the partnership, to set consideration for joint use, and to describe each party’s responsibilities.
- d. The City will enter into individual Joint Use Agreements for each Joint Use Facility because each Joint Use Facility will have site specific Joint Use Amenities and terms that will be negotiated on an individual site basis.

B. Joint Use Program Objectives:

- a. The City will continue to pursue expansion of existing Joint Use Programs and emphasize expansion with other School Districts to provide joint use opportunities in all communities of the City.
- b. The City will prioritize to the extent reasonable the development of Joint Use Facilities in communities where City staff determines park deficiencies exist, in communities of concern, and where additional park space is desired by the community.

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- c. Because the duration of the Joint Use Agreement will extend over multiple fiscal years, the City and the School District must acknowledge and agree that the City is not obligated to provide any money, funding, financial commitment, in-kind contribution, and work not duly budgeted, appropriated, and authorized by City Council in the respective fiscal year.
- d. In order for the City to program, operate, and maintain the Joint Use Facilities, Joint Use Amenities should be built to City Standards as defined in the “Consultant’s Guide to Park Design and Development.”
- e. City participation in the development of Joint Use Facilities will be in accordance with to the following criteria:
  - i. The City or School District will notify the other party of park and/or physical education needs and establish feasibility of a new Joint Use Facility.
  - ii. The City and School District will collaboratively identify funding sources and implementation schedules for a Joint Use Facility.
  - iii. The Joint Use Area should accommodate the recreational needs of the community and the General Development Plan (GDP) should be designed according to City Council Policy 600-33 as well as the School District’s public input process.
  - iv. The City and School District must approve the contract plans and specifications for the Joint Use Facility prior to the beginning of construction.
  - v. The Joint Use Agreement(s) will outline the community’s use during non-school hours and School District’s use during school hours.

C. City Department Responsibilities:

- a. The Parks and Recreation Department (P&R) is the lead City Department responsible for the operation and management of the Joint Use Program.
- b. P&R shall implement regular lines of communication between the School District and P&R staff and management during pre-design, design, construction, and maintenance of Joint Use Facilities.
- c. P&R and the School Districts shall hold periodic meetings to discuss Joint Use Facility operations and maintenance. Disputes of any nature should be addressed at these meetings.

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- d. The P&R Asset Management Section is responsible for managing the Joint Use Program which includes the following duties:
  - i. Maintaining and regularly updating a tracking sheet to compile information related to Joint Use Agreements, including Joint Use Agreement expiration dates, Joint Use Facility acreage, planning area, locations, and related information;
  - ii. Negotiating and requesting City Council approval of proposed Joint Use Agreements;
  - iii. Coordinating standing meetings with School Districts and acting as a liaison during the GDP public input process;
  - iv. Reviewing and approving contract plans and specifications; and
  - v. Conducting site inspections during construction.
- e. The P&R Community Parks I and II Divisions are responsible for the City's daily operations and maintenance obligations related to the Joint Use Facilities.
- f. The Facility Services Division of the Department of General Services is responsible for any installation, maintenance, and repairs involving specialized trade work at the Joint Use Facilities.
- g. The Engineering and Capital Projects Department is responsible for executing City Capital Improvements Program projects related to Joint Use Facilities.

D. Annual Reporting Requirements

- a. P&R will prepare an annual report to City Council or the applicable Council Committee. The annual report will contain the following information:
  - i. Number and description of Joint Use Facilities with School Districts;
  - ii. Number and description of new Joint Use Facilities opened since the last annual report;
  - iii. Number and description of Joint Use Agreements approved by City Council since the last annual report;
  - iv. Financial contributions by the City to the Joint Use Program since the last annual report;

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- v. Financial contributions by the City to the Joint Use Program planned for the upcoming year;
- vi. Future planned Joint Use Facilities and status; and
- vii. Proposed Joint Use Agreements anticipated to be heard by the City Council in the next year.

**CROSS REFERENCES:**

- 1. City of San Diego General Plan, Recreation Element
- 2. City of San Diego Parks Master Plan
- 3. San Diego Municipal Code (SDMC) Section 102.0406, Acquisition and Development of Park and Recreation Facilities
- 4. City Council Policy 600-33, Public Notification and Input for City-wide Park Development Projects
- 5. City Council Policy 700-42, Recreation Councils
- 6. Consultant's Guide to Park Design and Development
- 7. Administrative Regulation 1.60, Capital Improvements Programming

**HISTORY:**

Adopted by Resolution R-218460 – 05/25/1977  
Amended by Resolution R-254869 – 08/24/1981  
Amended by Resolution R-313767 – 11/08/2021

9/14/2021

SV22-0219-99

ORIGINAL

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF SAN DIEGO AND  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
FOR  
DEVELOPMENT AND MAINTENANCE OF  
JOINT USE FACILITIES**

**1. INTRODUCTION**

**1.1. Background.** On September 28, 1948, the City of San Diego ("CITY") and San Diego Unified School District ("DISTRICT") entered into a Recreation Agreement to improve and maximize the shared use of public facilities ("Joint Use Facilities") and resources to meet the recreational and educational needs of the communities both public entities serve. Comprehensively, this program is currently known as the Joint Use Program ("Joint Use Program" or "Program"). CITY and DISTRICT (referred to individually as "Party" and collectively as "Parties") entered into a Memorandum of Understanding for Development and Maintenance of Joint Use Facilities filed with the San Diego City Clerk as Document Number RR-297149 on October 7, 2002 ("2002 MOU"). To date, the Parties have provided over 90 Joint Use Facilities within the overall Joint Use Program that allows for shared public access to over 300 acres of fields and other amenities. It is one of the oldest and largest Programs in the country. The Parties continue to grow the Program with implementation of the Play All Day Parks Program initiative, which plans to add over 45 new joint use parks. As of May 2021, DISTRICT has contributed 329 acres and over \$159M in capital improvements to the Joint Use Program.

**2. PURPOSE**

- 2.1. Joint Use Program.** The Parties cooperate in the use of numerous shared recreational facilities. The partnership between the Parties fills an essential gap in addressing the CITY's need for more parkland and additional recreational opportunities in our communities, particularly the older urbanized communities where there is little available land for new parks. The Program advances the DISTRICT's goal to develop quality schools in every neighborhood of San Diego. Quality neighborhood schools provide resources and support the needs of the communities that they serve.
- 2.2. Mutual Benefits.** CITY desires to supplement park facilities to meet community recreational needs by using Joint Use Facilities for recreational purposes. DISTRICT desires to assist the CITY in meeting community recreational needs by permitting CITY to use Joint Use Facilities for CITY's recreational programs. It is to the mutual benefit of the Parties to contribute jointly to provide the land, construction, operations, and maintenance of recreational facilities that can serve

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the needs of both the general public as well as DISTRICT students, families, and faculty. To this extent, the Parties desire to establish this mutually beneficial arrangement by entering into Joint Use Agreements (defined below) for each Joint Use Facility. The Program as a whole provides for the shared use of public land and facilities that best serve the educational and recreational needs of the residents of the City of San Diego.

- 2.3. Consideration.** The Parties acknowledge that good, valuable, and adequate consideration exists in the mutual benefits enjoyed, respective financial contributions, commitments to maintenance, and the legal obligations incurred by the Parties in the use and maintenance of the Joint Use Facilities.
- 2.4. 2002 MOU and Debt Forgiveness.** The 2002 MOU will terminate, by the mutual consent of the Parties, upon the effective date of this Memorandum of Understanding ("MOU") and this MOU will supersede the 2002 MOU. The 2002 MOU included financial parity calculations designed to verify that both Parties equally contributed to the development and operation of the Joint Use Facilities. Both Parties have expressed a desire to move away from the concept of financial parity as described in the 2002 MOU parity calculations. CITY and DISTRICT are satisfied with the contributions of the other Party and that, within the confines of the Joint Use Program, any and all monies that may be owed by one Party under the terms of the 2002 MOU are forgiven by the other Party. On the MOU effective date, CITY and DISTRICT are released from their respective rights and obligations under the terms and conditions of the 2002 MOU. Each Party has been made whole.

### 3. OBJECTIVES

- 3.1. Joint Use Criteria.** New Joint Use Facilities should provide for typical recreational programs often found at neighborhood parks, which may include various sports offerings (such as fields for baseball, softball, soccer, and courts for basketball and tennis), playgrounds, and similar amenities.
- 3.2. Joint Use of Elementary and Middle Schools.** The Parties will prioritize elementary schools and middle schools for proposed new Joint Use Facilities. Due to extensive after-school use, CITY will not pursue new Joint Use Facilities nor retain existing Joint Use Facilities at high schools unless otherwise agreed upon in the site specific Joint Use Agreements.
- 3.3. Maintenance.** The CITY's Parks and Recreation Department must be able to operate, program, and maintain the Joint Use Facilities consistent with the City's park standards. Components of Joint Use Facilities that will be maintained by the City (such as irrigation and turf grass) must be built to City Standards as defined in the "Consultant's Guide to Park Design and Development" except when mutually agreed upon by both CITY and DISTRICT. Joint Use Facility Amenities as defined in Section 3.6 that the CITY, in its sole and unfettered

discretion, determines are unusually costly or burdensome to maintain should either be excluded from or not become part of the Joint Use Program.

- 3.4. **Passive Use Designation.** CITY may designate a Joint Use Facility as a passive use facility (which means CITY will not issue permits for any active use, defined as sports programs and leagues) based on multiple factors, including feedback received from the recognized community recreation advisory group ("CRG") or appropriate community planning group ("CPG"). This would typically apply to Joint Use Facilities under two (2) acres in size but may be appropriate for certain larger Joint Use Facilities. No such designation by City shall effect any use by the District of a Joint Use Facility located on District property.
- 3.5. **Public Input.** The community will be able to provide its input via public workshops in accordance with City Council Policy 600-33. The CRG or CPG that has advisory input over a proposed Joint Use Facility should provide community input as to the proposed site selection, uses for new sites, available amenities, potential impacts to adjacent development, and preparation of General Development Plan ("GDP"). CRGs and/or CPGs may also provide input for renewing and modifying Agreements for existing Joint Use Facilities, especially if the proposed change results in an update to the GDP.
- 3.6. **Typical Joint Use Amenities.** Typical Joint Use Facility Amenities include multi-purpose turf ballfields, walking track, parking lots, blacktop play areas including basketball courts, adjacent trees, and related components. Certain sites may have other shared recreational components, such as backstops, bleacher seating areas, picnic areas, sports lighting, swimming pools, playgrounds, tennis courts, gymnasiums, and similar amenities. Collectively, these Joint Use Facility amenities are known as "Amenities."

#### 4. EXECUTION

- 4.1. **Consistency between MOU and Joint Use Agreements.** The Parties acknowledge that each Joint Use Facility is unique and will have site specific Amenities and terms that will need to be negotiated on a site by site basis. The Parties will enter into an agreement for each Joint Use Facility ("Joint Use Agreement") and in the event of an inconsistency or conflict, nothing in this MOU will take precedence over executed individual Joint Use Agreements.
- 4.2. **Joint Use Agreement Template.** The Parties will utilize a template for Joint Use Agreements, which includes a description of the property and joint use area, term of the agreement, allowed uses by each Party, DISTRICT and CITY responsibilities regarding construction, operations, and maintenance, terms for potential reimbursement to either Party for design and construction costs, indemnification provisions, and termination clauses. The Parties will use the template when feasible for any Joint Use but reserve the right to modify the terms as mutually agreed to fit the specific needs of each Joint Use Facility.

- 4.3. Expiring Joint Use Agreements.** The Parties will honor the terms of expired Joint Use Agreements until the Parties agree to either discontinue joint use at the Facility or renew the Joint Use Agreement for another term.

## **5. AGENCY COMMUNICATION**

- 5.1. Communication.** The Parties will implement regular lines of communication between staff and management during pre-design, design, construction and maintenance of Joint Use Facilities.
- 5.2. Tracking System.** The Parties will implement a shared tracking system for the Program. This tracking system shall include the following: School Name, Joint Use Facility Name, Address, Community Planning Area, Council District, City Acres, District Acres, Total Acres, Term, Agreement Start Date, Expiration Date, Proposed Action (if any), Joint Use Amenities, and Notes. It may include other information, such as costs for yearly operations and maintenance, site development costs, and/or any major repairs or capital improvements to the site.
- 5.3. Standing Meetings.** The Parties will hold regular meetings to discuss matters of joint use operations and maintenance. Disputes of any nature should be addressed at these meetings.
- 5.4. Expansion of the Program.** The Parties may collaborate to expand the Joint Use Program by adding new or improving Joint Use Facilities and Amenities as funding and resources are available, and as mutually desired.

## **6. REFERENCES**

The following City and District documents apply to Agreements negotiated pursuant to this Policy unless specifically exempted by DISTRICT pursuant to Government Code section 53094:

### **6.1. City of San Diego**

1. City of San Diego General Plan, Recreation Element and Parks Master Plan
2. San Diego Municipal Code (SDMC) Section 102.0406, Acquisition and Development of Park and Recreation Facilities
3. City Council Policy 600-33, Public Notification and Input for City-wide Park Development Projects
4. City Council Policy 700-13, Capital Improvements Program for Park and Recreation Facilities
5. City Council Policy 700-35, City Development of School Sites for Park Purposes
6. City Council Policy 700-42, Recreation Councils
7. Consultant's Guide to Park Design and Development
8. Administrative Regulation 1.60, Capital Improvements Programming

9. City of San Diego Facilities Maintenance New Construction Standards and Specifications
10. City of San Diego Park Maintenance Standards

**6.2. San Diego Unified School District**

1. Board Policy 1330.1 (a) – Joint Use Agreements, E(1) Annual Site Use Schedule, E(2) Play All Day Parks Program FAQs
2. Joint Use Handbook
3. Board Policy 3290 – Gifts, Grants and Bequests

**7. CITY and DISTRICT Approval.**

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

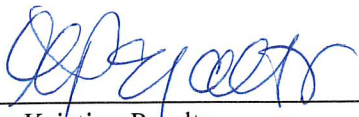
Whenever an act or approval is required by DISTRICT pursuant to the terms of this MOU, except an amendment to the terms of this MOU, that act or approval shall be performed by the Board of Education unless such approval has been specifically delegated to the Superintendent or his/her duly designated representative.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, this MOU is executed by the City of San Diego acting by and through its Mayor pursuant to <sup>Resolution</sup> Ordinance No. R-313767 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 and is effective upon the signature of both Parties and approval of the San Diego City Attorney.

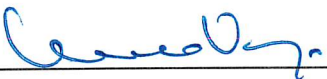
THE CITY OF SAN DIEGO,

a California municipal corporation

By:   
Name: Kristina Peralta  
Title: Deputy Chief Operating Officer

Date: 9 Dec 2021


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

By:   
Title: Deputy City Attorney

Date: February 1, 2022

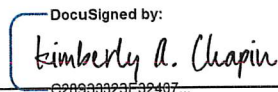
SAN DIEGO UNIFIED SCHOOL  
DISTRICT

a public school district of the State of  
California

By:   
Gene Fuller  
Title: Director, Real Estate

Date: September 20, 2021

APPROVED AS TO FORM AND  
LEGALITY

By: 

KIMBERLY A. CHAPIN, Assistant General  
Counsel II  
SAN DIEGO UNIFIED SCHOOL  
DISTRICT

Date: July 22, 2021

Approved in public meeting of the Board of  
Education of the San Diego Unified School  
District on 9/14/2021

By: 

Martha Stultz, Board Action Officer, Board  
of Education

RESOLUTION NUMBER R- 313767DATE OF FINAL PASSAGE NOV 08 2021

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING THE MAYOR TO ENTER INTO  
A MEMORANDUM OF UNDERSTANDING WITH  
SAN DIEGO UNIFIED SCHOOL DISTRICT FOR  
DEVELOPMENT AND MAINTENANCE OF JOINT USE  
FACILITIES AND RENAMING AND AMENDING COUNCIL  
POLICY 700-35 REGARDING DEVELOPMENT OF THE  
CITY'S JOINT USE PROGRAM WITH SCHOOL DISTRICTS.

WHEREAS, the City of San Diego (City) partners with multiple school districts to maximize the shared use of public facilities for recreational purposes using one or more joint use agreements (Joint Use Program); and

WHEREAS, joint use facilities are open to the public when school is not in session, filling an essential gap in addressing the City's need for more park land and additional recreational opportunities in our communities; and

WHEREAS, San Diego Unified School District (SDUSD) has been a key partner in the City's Joint Use Program since 1948; and

WHEREAS, the City and SDUSD entered into a Memorandum of Understanding for Development and Maintenance of Joint Use Facilities filed with the Office of the City Clerk as Document No. RR-297149 on October 7, 2002 (2002 MOU); and

WHEREAS, the 2002 MOU did not accurately capture the benefits and goals of the Joint Use Program and the parties' desire to establish a mutually beneficial arrangement that provides for the shared use of public land and facilities to best maximize public use; and

WHEREAS, the 2002 MOU contained financial parity terms that were complex and problematic to implement because parity calculations were done on a site-by-site basis and did not consider the overall contributions from the City and SDUSD at all joint use locations; and



WHEREAS, the City and SDUSD have each made significant financial contributions to the Joint Use Program, but as the primary landowner and capital funding source, SDUSD has outpaced the City for overall financial contributions to the Joint Use Program; and

WHEREAS, the Office of the City Auditor (Auditor) issued Audit Report #19-016 in April 2019, in which the Auditor recommended that the City revise the 2002 MOU to more accurately reflect the shared benefits of the Joint Use Program and amend Council Policy 700-35; and

WHEREAS, the City and SDUSD negotiated a Memorandum of Understanding for Development and Maintenance of Joint Use Facilities (MOU) intended to replace the 2002 MOU and provide a foundation for joint use agreements between the parties; and

WHEREAS, under the MOU, the City and SDUSD acknowledge that both parties are satisfied with the consideration provided by the other party and that, within the scope of the Joint Use Program, any and all monies that may be owed by one party under the terms of the 2002 MOU are forgiven by the other party; and

WHEREAS, on May 25, 1977, the Council of the City of San Diego (Council) adopted Resolution No. R-218460 adding Council Policy 700-35 titled "City Participation in School Turfed Areas" into the City Council's Policy Manual; and

WHEREAS, on August 24, 1981, the Council amended and renamed Council Policy 700-35 to "City Development of School Sites for Park Purposes;" and

WHEREAS, Council Policy 700-35 establishes guidelines for the Joint Use Program; and

WHEREAS, in response to the Auditor's recommendation, City staff proposed certain amendments to Council Policy 700-35 to include guidelines for the strategic vision,





objectives, authority, responsibility, and accountability for the development, administration, and ongoing operations of the Joint Use Program; and

WHEREAS, the amended Council Policy 700-35 will work in conjunction with the MOU and will guide the City's joint use endeavors with school districts; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego (Council), that the Mayor, or designee, is authorized to enter into the Memorandum of Understanding between the City and SDUSD for Development and Maintenance of Joint Use Facilities on file with the Office of the City Clerk as Document No. RR-313767<sup>1</sup>(MOU).

BE IT FURTHER RESOLVED, that the Memorandum of Understanding between the City and SDUSD for Development and Maintenance of Joint Use Facilities, on file in the Office of the City Clerk as Document No. RR-297149, is terminated upon the effective date of the MOU authorized by this Resolution.

BE IT FURTHER RESOLVED, that Council Policy 700-35 titled "City Development of School Sites for Park Purposes" is renamed "Development of the City's Joint Use Program with School Districts" and is amended as set forth in the Council Policy filed in the Office of the City Clerk as Document No. RR-313767<sup>2</sup>

BE IT FURTHER RESOLVED, that the City Clerk is instructed to update the Council Policy Manual to include the amendments to Council Policy 700-35.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Marco A. Verdugo  
Marco A. Verdugo  
Deputy City Attorney



MAV:nja  
10/12/2021  
Or. Dept: Park & Rec.  
Doc. No.: 2783981

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of NOV 02 2021.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 11/02/21  
(date)

  
TODD GLORIA, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
TODD GLORIA, Mayor



Passed by the Council of The City of San Diego on NOV 02 2021, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<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"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<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"/>
Raul A. Campillo	<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"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 08 2021.

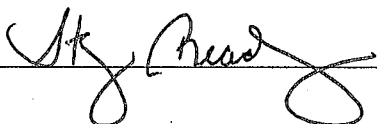
**(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)**

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 , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 313767



Passed by the Council of The City of San Diego on November 2, 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  
RESOLUTION NO. R-313767 approved on November 2, 2021. The date of final  
passage is November 8, 2021.

**ELIZABETH S. MALAND**


City Clerk of the City of San Diego, California

(Seal)

By: Connie Patterson, Deputy





 <b>Process Narrative</b>		<b>Issue #</b>	<b>Doc #</b>	<b>Effective Date</b>
		1	PN-0396	06/13/2022
<b>Document Name</b>	<b>Joint Use Tracking Sheet Updates</b>			
<b>Owner Name</b>	Shannon Scoggins	<b>Internal Controls</b>	Edgar Garfias	
<b>Owner Eff Date</b>	06/13/2022	<b>Page</b>	1 of 7	

## **PURPOSE**

The purpose of this documentation is to explain the process to track the Joint Use Program with San Diego Unified School District (District).

## **SCOPE AND END RESULT**

This process is applicable to the Parks and Recreation Department (P&R).

The Tracking Sheet Update is updated annually and reported to the Public Safety and Livable Neighborhoods (PS&LN) Council Committee. The Tracking Sheet Update is posted to the P&R's Joint Use Webpage.

## **RESPONSIBILITIES**


**P&R Asset Management Project Officer II (P&R Project Officer):** Is responsible for performing a secondary review of the Tracking Sheet Update for accuracy.

**P&R Budget Supervising Management Analyst (P&R Analyst):** Receives a copy of the Tracking Sheet Update for other department needs.

**P&R Director:** Is responsible for approving final Tracking Sheet Update before it gets posted on the P&R Webpage.

**P&R Play All Day Joint Use Coordinator (Preparer):** Is responsible for coordination with the District, execution of Joint Use Agreements and renewals and updating the Tracking Sheet Update.

**SDUSD Real Estate Supervisor (District Contributor):** Is responsible for execution of Joint Use Agreements for SDUSD and renewals and updating the Shared Tracking Sheet.

 <b>Process Narrative</b>		<b>Issue #</b>	<b>Doc #</b>	<b>Effective Date</b>
		1	PN-0396	06/13/2022
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<b>Owner Eff Date</b>	06/13/2022	<b>Page</b>	2 of 7	

## **DEFINITION(S)**

**Council Policy 700-35:** Council policy on the development of the City's Joint Use Program with school districts. This policy establishes the guidelines for the administration and operations of the City's joint use programs in conjunction with the Memorandum of Understanding between City of San Diego and San Diego Unified School District and serves as guidance with the City's Joint Use endeavors with other school districts.

**Joint Use Agreements:** A written agreement between a public agency such as the City of San Diego and a school district such as San Diego Unified School District setting forth the terms and conditions for sharing the use of recreational facilities.

**Joint Use Facility:** The shared or joint use of recreational amenities to maximize the use of public facilities and resources.


**Joint Use Program:** The City and San Diego Unified School District have been cooperating since 1948 in the shared use of numerous Joint Use Facilities to meet the recreational and educational needs of the communities that both agencies serve. Comprehensively this is called a Joint Use Program.

**Memorandum of Understanding between City of San Diego and San Diego Unified School District:** Agreement between City of San Diego and San Diego Unified School District outlining the development and maintenance of joint use facilities.

**P&R's Joint Use Webpage:** City webpage dedicated to information regarding the City's Joint Use Facilities with School Districts. <https://www.sandiego.gov/park-and-recreation/parks/jointusefacilities>

**Play All Day (PAD) Joint Use Program:** The Play All Day Initiative expands the Joint Use Program by adding another 40-45 Joint Use Facilities in the next 5-10 years.

**Shared Tracking Sheet:** Shared working document Google doc spreadsheet that includes the following data points about each City Joint Use Facility with San Diego Unified School District:


 <b>Process Narrative</b>		<b>Issue #</b>	<b>Doc #</b>	<b>Effective Date</b>
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<b>Document Name</b>	<b>Joint Use Tracking Sheet Updates</b>			
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School Name, Joint Use Facility Name, Location, Community Planning Area, Property Ownership, Number of Acres, Agreement Start Date, Term of Agreement, and Agreement Expiration Date.

**Tracking Sheet Update:** An annual update of the Shared Tracking Sheet that is uploaded onto the P&R's Joint Use Webpage and presented to Council Committee.


## **PROCESS**

- 1.1. As Joint Use Agreements are executed or renewed, the District Contributor enters updated project information into the Shared Tracking Sheet, which is a District document that is shared with select City staff via Google Docs. The Shared Tracking Sheet is not a public document; only invited City and District staff have read/write access to the shared Google Doc. The District Contributor as the originator has final approval over all edits to the Shared Tracking Sheet. The District has the primary responsibility to enter data into the Shared Tracking Sheet throughout the year and the City verifies the data every year when the Tracking Sheet Update is prepared.**C6**
- 1.2. The Preparer posts all newly executed Joint Use Agreements to the City website when the wet signed copies are received.
- 1.3. At biweekly PAD meetings, the Preparer reviews agreements that are nearing expiration or would be cancelled. The parties will honor the terms of expired Joint Use Agreements until the parties agree to either discontinue joint use at the facility or renew the Joint Use Agreement for another term.**C1**
- 1.4. Annually in September, the Preparer initiates a Tracking Sheet Update.
  - 1.4.1. The Preparer performs a check of the Shared Tracking Sheet. The Preparer reconciles the information against the new and renewed Joint Use Agreements that were executed and any new Joint Use Facilities that opened to the public since the last Tracking Sheet Update was issued. The Preparer coordinates with

 <b>Process Narrative</b>		<b>Issue #</b>	<b>Doc #</b>	<b>Effective Date</b>
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<b>Document Name</b>	<b>Joint Use Tracking Sheet Updates</b>			
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the District Contributor if any discrepancies are identified. The Preparer then formats a draft Tracking Sheet Update for internal review.**C2,C7**

- 1.4.2. The Preparer sends an email to the P&R Analyst and P&R Project Officer requesting their review and approval of the draft Tracking Sheet Update.
  - a. The P&R Analyst reviews the draft Tracking Sheet and reply all to the email approving the draft Tracking Sheet Update.**C3**
  - b. Then the P&R Project Officer reviews and approves the draft Tracking Sheet via a reply all email.**C4**
- 1.4.3. Once the draft Tracking Sheet Update has been reviewed and approved by the Reviewers, the Tracking Sheet update is sent via email to the Director for approval.
- 1.4.4. The P&R Director approves the Tracking Sheet Update via email.**C5**
- 1.4.5. The Preparer formats and prepares a PDF of the Tracking Sheet Update suitable for uploading to the P&R's Joint Use webpage.
- 1.4.6. The Preparer submits a Website Update Requests via the P&R Information Systems Resources page, at <https://cityhub.sandiego.gov/dept/prkrec/SitePages/Information%20Systems%20Resources.aspx> requesting that the Tracking Sheet Update be uploaded to the P&R's Joint Use Webpage replacing the previous Tracking Sheet on the webpage.
- 1.5. Annually in October, the Preparer prepares an OnBase Informational Item to a Council Committee. The Preparer will target the October PS&LN Council Committee meeting for this update. The Staff Report will detail the Play All Day Joint Use Program implementation progress. The Tracking Sheet Update will be included as an attachment.
  - 1.5.1. The Preparer references Council Policy 700-35 for department responsibilities managing and reporting on the Joint Use Agreements with school districts.

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## **POST PROCESS REVIEW**

The P&R Project Officer is responsible for ensuring that the Preparer initiates the Tracking Sheet Updates and provides an Informational Item update to PS&LN Council Committee every year that includes the Tracking Sheet. Copies of the reports and Tracking Sheet Updates will be saved on the P&R Shared Drive for at least 10 years.


## **REFERENCE(S)**

[Audit Report 19-016](#), "Performance Audit of the City's Administration of Joint-Use Agreements with San Diego Unified School District"

[Council Policy 700-35](#) Joint Use Facilities with School Districts


Glossary of listed terms in this process can be accessed on CityNet ([PN Glossary](#))

Memorandum of Understanding between City of San Diego and San Diego Unified School District for Development and Maintenance of Joint Use Facilities ([PDE](#))

	<i>Document Name</i>	<i>Owner Name</i>	<i>Internal Controls</i>	<i>Issue #</i>	<i>Doc #</i>	<i>Effective Date</i>	<i>Page</i>
	Joint Use Tracking Sheet Updates	Shannon Scoggins	Edgar Garfias	1	PN-0396	06/13/2022	6 of 7

## **CONTROL POINT(S) AND MEASUREMENT(S)**

<b>Control Objective</b>	<b>Risk</b>	<b>Control Activity</b>	<b>Ref</b>	<b>Key Control</b>	<b>CT</b>	<b>CM</b>	<b>CC</b>	<b>F</b>	<b>FS</b>
To provide reasonable assurance that the information reported in the Tracking Sheet upload matches the information in the Shared Tracking Sheet.	Agreements that are nearing expiration or would be cancelled are continued without review.	P&R Play All Day Joint Use Coordinator reviews agreements that are nearing expiration or would be cancelled.	C1	Key	V	M	P	BW	A,C,U
	Incorrect or incomplete information is used in the Tracking Sheet upload.	P&R Play All Day Joint Use Coordinator reconciles the Shared Tracking Sheet with the PAD Implementation Schedule and the new Joint Use Agreements.	C2	Key	R	M	P	A	A,C,U
		P&R Budget Supervising Management Analyst reviews and approves the draft Tracking Sheet.	C3	Key	V	M	P	A	A,C
		P&R Asset Management Project Officer II reviews and approves the draft Tracking Sheet.	C4	Key	M	M	P	A	A,C
		P&R Director reviews and approves the draft Tracking Sheet.	C5	Key	M	M	P	A	A,C
Access is restricted to authorized personnel.	Unauthorized access to view or alter information within the system.	Read/write access to the Shared Tracking Sheet on Google Docs is by invitation only for City and District staff.	C6	Key	S	A	P	SY	
		Shared drive – Access to the Department of Parks and Recreation's network and shared drives are restricted to authorized	C7	Key	S	A	P	SY	

The City of  <b>Process Narrative</b>	<i>Document Name</i>	<i>Owner Name</i>	<i>Internal Controls</i>	<i>Issue #</i>	<i>Doc #</i>	<i>Effective Date</i>	<i>Page</i>
	<b>Joint Use Tracking Sheet Updates</b>	Shannon Scoggins	Edgar Garfias	<b>1</b>	<b>PN-0396</b>	<b>06/13/2022</b>	<b>7 of 7</b>

		users through network folder rights provisioning.							
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<b>L E G E N D</b>	<b><u>Control Type (CT)</u></b>	<b><u>Control Method (CM)</u></b>	<b><u>Control Category (CC)</u></b>	<b><u>Frequency (F)</u></b>	<b><u>Financial Statement Assertion (FS)</u></b>
	A – Authorization C – Compliance M – Management Review R – Reconciliation S – System Control SA – Safeguarding of Assets SD – Segregation of Duties V – Review and Verification	A – Automated M – Manual	D – Detective P – Preventative	D – Daily W – Weekly BW – Bi-weekly M – Monthly Q – Quarterly S – Semi-Annual A – Annual BE – Biennial T – Transactional SY – System	A – Accuracy and Classification C – Completeness E – Existence and Occurrence R – Rights and Obligation U – Cutoff V – Valuation and Allocation



## City of San Diego/San Diego Unified School District Tracking Sheet

Current and Future Joint Use Sites Pending Public Input

Updated 11/08/2022

	JOINT USE SITE	ADDRESS	PLANNING AREA	CD	CITY ACRES	DIST ACRES	TOTAL ACRES	START DATE	TERM YEARS	EXPIRATION DATE
1	Adams Elementary	4672 35th St	Normal Heights	9	1.12	1.38	2.50	7/26/2022	25	7/25/2047
2	ALBA	4044 Idaho St	North Park	3	2.90	0.10	3.00	11/16/2021	25	11/15/2046
3	Alcott Elementary	4680 Hidalgo Ave	Clairemont	2	0.00	6.11	6.11	9/19/2006	25	9/13/2031
4	Angier Elementary	8450 Hurlburt St.	Serra Mesa	7	0.00	2.90	2.90	9/15/2015	25	9/15/2040
5	Audubon K-8	8111 San Vicente St	Skyline-Paradise Hills	4	0.00	2.13	2.13	10/20/2020	25	10/19/2045
6	Barnard Elementary	2445 Fogg St	Pacific Beach	1	0.00	5.60	5.60	10/16/2000	25	10/10/2025
7	Bird Rock Elementary	5371 La Jolla Hermosa Ave	La Jolla	1	0.70	1.09	1.79	5/3/2005	25	4/27/2030
8	Birney Elementary	4345 Campus Ave	Uptown	3	0.00	1.82	1.82	11/10/2009	25	11/4/2034
9	Cabrillo Elementary	3120 Talbot St	Peninsula	2	0.00	1.63	1.63	4/20/2021	25	4/19/2046
10	Cadman Elementary	4280 Avati Dr	Clairemont	2	0.48	3.16	3.64	9/19/2006	25	9/13/2031
11	Canyon Hills High	5156 Santo Road	Tierrasanta	7	0.00	5.66	5.66	9/12/2006	25	9/12/2031
12	Carson Elementary	6905 Kramer St	Linda Vista	7	0.00	1.80	1.80	9/19/2006	25	9/13/2031
13	Challenger Middle	10810 Parkdale Ave	Mira Mesa	6	0.55	7.75	8.30	7/26/2022	25	7/25/2047
14	Chavez Elementary	1404 S. 40th St	Southeastern	8	0.00	2.60	2.60	4/19/2022	25	4/18/2047
15	Cherokee Point Elementary	3735 38th St	City Heights	9	0.44	2.11	2.55	1/26/2004	25	1/25/2029
16	Chollas Mead Elementary	545 45th St	Encanto	4	0.00	3.45	3.45	10/31/2005	25	10/25/2030
17	Clark Middle	4388 Thorn St	City Heights	9	0.00	4.00	4.00	9/16/1997	25	9/15/2022
18	Clay Elementary	6506 Solita Ave	Eastern	9	0.00	3.68	3.68	5/3/2005	25	4/27/2030
19	CPMA Middle	5050 Conrad Ave	Clairemont	2	0.00	4.90	4.90	1/12/2021	25	1/11/2046
20	Crown Point Elementary	4033 Ingraham St	Pacific Beach	1	0.00	2.20	2.20	1/11/2005	25	1/10/2030
21	Cubberley Elementary	3201 Marathon Dr	Serra Mesa	7	0.00	3.65	3.65	1/12/2021	25	1/11/2046
22	Curie Elementary	4080 Governor Dr	University	6	0.00	3.69	3.69	12/9/2020	25	12/8/2045
23	Dailard Elementary	6425 Cibola Road	Navajo	7	0.00	2.98	2.98	12/13/2005	25	12/7/2030
24	Dana Middle	1775 Chatsworth Blvd	Peninsula	2	0.00	5.50	5.50	2/1/1999	25	1/31/2024
25	De Portola Middle	11010 Clairemont Mesa Blvd	Tierrasanta	7	0.00	14.48	14.48	10/10/2005	25	10/4/2030
26	Dingeman Elementary	10880 Scripps Poway Pkwy	Miramar Ranch North	5	5.25	0.65	5.90	11/16/2021	25	11/15/2046
27	Doyle Elementary	3950 Berino Court	University	6	0.00	4.07	4.07	1/11/2005	25	1/10/2030
28	EB Scripps Elementary	11801 Cypress Canyon Road	Miramar Ranch North	5	2.90	0.60	3.50	11/16/2021	25	11/15/2046
29	Edison Elementary	4077 35th St	City Heights	9	0.00	1.25	1.25	2/27/2007	25	2/21/2032
30	Encanto Elementary	822 65th St	Encanto	4	0.00	2.42	2.42	1/12/2021	25	1/11/2046
31	Ericson Elementary	11174 Westonhill Dr	Mira Mesa	6	0.00	5.44	5.44	12/13/2005	25	12/7/2030
32	Farb Middle	4880 La Cuenta Dr	Tierrasanta	7	0.00	4.65	4.65	4/20/2021	25	4/19/2046
33	Fay Elementary	4080 52nd St	City Heights	9	0.00	1.65	1.65	5/8/2007	25	5/1/2032
34	Field Elementary	4375 Bannock Ave	Clairemont	2	0.00	3.35	3.35	5/3/2005	25	4/27/2030
35	Fletcher Elementary	7666 Bobolink Way	Serra Mesa	7	0.00	4.97	4.97	5/3/2005	25	4/27/2030
36	Forward Elementary	6460 Boulder Lake Dr	Navajo	7	0.00	4.50	4.50	11/5/1999	30	10/4/2030
37	Franklin Elementary	4481 Copeland Ave	Kensington Talmadge	9	0.00	1.42	1.42	3/3/2010	25	2/25/2035
38	Gage Elementary	6811 Bisby Lake Ave	Navajo	7	0.00	7.05	7.05	1/12/2021	25	1/11/2046
39	Garfield Elementary	4487 Oregon St	North Park	3	0.00	0.70	0.70	2/27/2001	23	2/26/2024
41	Hage Elementary	9750 Galvin Ave	Mira Mesa	6	3.15	0.25	3.40	4/20/2021	25	4/19/2046
42	Hardy Elementary	5420 Montezuma Road	College Area	9	0.00	2.63	2.63	5/3/2005	25	4/27/2030
43	Hearst Elementary	6230 Del Cerro Blvd	Navajo	7	0.00	4.18	4.18	10/30/2000	25	10/29/2025
44	Horton Elementary	4990 Guymon St	Encanto	4	1.00	2.50	3.50	1/12/2021	25	1/11/2046
45	Ibarra Elementary	4877 Orange Ave	City Heights	9	0.00	2.78	2.78	10/31/2005	25	10/25/2030
46	Innovation Middle	5095 Arvinels Ave	Clairemont	2	0.00	4.47	4.47	10/20/2020	25	10/19/2045
47	Jefferson Elementary	3770 Utah St	North Park	3	0.00	1.46	1.46	3/8/2012	10	3/8/2022

48	Jerabek Elementary	10050 Avenida Magnifica	Scripps Miramar Ranch	5	0.00	3.68	3.68	1/11/2005	25	1/5/2030
40	Joyner (Griffith) Elementary	4271 Myrtle St	City Heights	9	0.00	2.10	2.10	9/19/2006	25	9/13/2031
49	Juarez Elementary	2633 Melbourne Dr	Serra Mesa	7	0.00	4.87	4.87	9/19/2006	25	9/13/2031
50	Kimbrough Elementary	321 Hoitt St	Southeastern	8	0.00	1.20	1.20	4/19/2022	25	4/18/2047
51	King-Chavez Academy	415 31st St	Southeastern	9	0.00	2.50	2.50	4/19/2022	25	4/18/2047
52	Kumeyaay Elementary	6475 Antigua Blvd	Tierrasanta	7	0.00	4.04	4.04	4/21/2003	25	4/14/2028
53	Language Academy	4961 64th St	College Area	9	0.00	1.46	1.46	7/26/2011	10	7/23/2021
54	Lewis Middle	5170 Greenbrier Ave	Navajo	7	0.00	9.58	9.58	1/11/2005	25	1/10/2030
55	Linda Vista Elementary	2772 Ulric St	Linda Vista	7	0.00	2.27	2.27	1/12/2021	25	1/11/2046
56	Longfellow K-8	5055 July St	Clairemont	2	0.00	1.42	1.42	10/20/2020	25	10/19/2045
57	Mann Middle	4345 54th St	Eastern	9	0.00	4.14	4.14	1/11/2005	25	1/10/2030
58	Marshall Middle	9700 Ave of Nations	Scripps Miramar Ranch	5	0.00	5.25	5.25	3/27/2007	25	3/27/2032
59	Marston Middle	3799 Clairemont Dr	Clairemont	2	0.00	2.90	2.90	1/11/2005	25	1/11/2030
60	Marvin Elementary	5720 Brunswick Ave	Navajo	7	0.00	3.87	3.87	1/12/2021	25	1/11/2046
61	Mason Elementary	10340 San Ramon Dr	Mira Mesa	6	0.00	1.12	1.12	12/13/2005	25	12/13/2030
62	McKinley Elementary	3045 Fenton St.	North Park	3	0.00	2.52	2.52	4/5/2016	25	4/5/2041
63	Mission Bay High	2475 Grand Ave	Pacific Beach	1	0.00	1.37	1.37	7/26/2022	25	7/25/2047
64	Montgomery Middle	2470 Ulric St	Linda Vista	7	0.00	3.50	3.50	11/11/2008	25	11/5/2033
65	Normal Heights Elementary	3750 Ward Road	Normal Heights	9	0.00	1.13	1.13	7/26/2022	25	7/25/2047
66	Ocean Beach Elementary	4741 Santa Monica Ave	Ocean Beach	2	0.00	1.20	1.20	6/9/1997	25	6/8/2022
67	Pacific Beach Elementary	1234 Tourmaline St	Pacific Beach	1	0.00	1.80	1.80	10/14/2003	25	10/7/2028
68	Pacific Beach Middle	4676 Ingraham St	Pacific Beach	1	0.00	2.60	2.60	4/20/2021	25	4/19/2046
69	Penn Elementary	2797 Utica Dr	Skyline-Paradise Hills	4	0.00	3.08	3.08	10/24/2005	25	10/24/2030
70	Pershing Middle	8204 San Carlos Dr	Navajo	7	0.00	10.00	10.00	2/13/2018	10	2/12/2028
71	Porter Elementary	445 South 47th St	Encanto	4	0.00	3.05	3.05	10/31/2005	25	10/31/2030
72	Rodriguez Elementary	825 South 31st St	Southeastern	8	0.00	2.49	2.49	10/31/2005	25	10/31/2030
73	Rolando Park Elementary	6620 Marlowe Dr	Eastern	9	0.00	5.40	5.40	10/20/2020	25	10/19/2045
74	Roosevelt Middle	3366 Park Blvd	Balboa Park	3	0.89	2.05	2.94	7/26/2022	25	7/25/2047
75	Rosa Parks Elementary	4380 Landis St	City Heights	9	5.50	0.00	5.50	11/16/2021	25	11/15/2047
76	School of Creative & Performing Arts	2425 Dusk Dr	Skyline-Paradise Hills	4	0.00	7.80	7.80	4/20/2021	25	4/19/2046
77	Sequoia Elementary	4690 Limerick Ave	Clairemont	2	0.00	4.90	4.90	4/19/2022	25	4/18/2047
78	Sherman Elementary	301 22nd St	Southeastern	8	0.00	1.44	1.44	10/20/2020	25	10/19/2045
79	Spreckels Elementary	6033 Stadium St	University	6	0.00	4.99	4.99	2/24/2020	25	2/23/2045
80	Standley Aquatic Facility	3605 Governor Dr	University	6	0.07	0.61	0.68	2/24/2020	15	2/23/2035
81	Standley Middle	6298 Radcliff Dr	University	6	0.00	12.58	12.58	2/24/2020	25	2/23/2045
82	Tierrasanta Elementary	5450 La Cuenta Dr	Tierrasanta	7	0.00	1.49	1.49	12/13/2005	25	12/13/2030
83	Torrey Pines Elementary	8350 Cliffridge Ave	La Jolla	1	0.00	3.00	3.00	6/12/2001	23	6/11/2024
84	Tubman Village Charter	6880 Mohawk St	College Area	9	0.00	1.78	1.78	1/12/2021	25	1/11/2046
85	Valencia Park Elementary	5880 Skyline Dr	Encanto	4	0.00	6.78	6.78	9/19/2006	25	9/13/2031
86	Vista Grande Elementary	5606 Antigua Blvd	Tierrasanta	7	0.00	2.56	2.56	6/20/2005	25	6/14/2030
87 & 88	Wangenheim Middle and Walker ES	9225 Hillery Dr & 9230 Gold Coast	Mira Mesa	6	0.00	15.80	15.80	10/5/2021	25	10/4/2046
89	Wegeforth Elementary	3443 Ediwihar Ave.	Serra Mesa	7	0.00	3.26	3.26	10/21/2014	25	10/20/2039
90	Zamarano Elementary	2655 Casey St	Skyline-Paradise Hills	4	0.00	2.00	2.00	4/1/2003	25	3/31/2028

**Totals 24.95 314.94 339.89**

## Joint Use Agreement Implementation Schedule

	Joint Use Agreement	Anticipated BoE Date	Anticipated PS&LN Date	Anticipated CC Date	Agreement complete
1	Standley Aquatics Complex				Fully executed 2/24/2020
2	Standley MS Field				Fully executed 2/24/2020
3	Spreckels ES Field				Fully executed 2/24/2020
4	Audubon K-8				Fully executed 10/20/2020
5	Innovation MS				Fully executed 10/20/2020
6	Longfellow K-8				Fully executed 10/20/2020
7	Rolando Park ES				Fully executed 10/20/2020
8	Sherman ES				Fully executed 10/20/2020
9	Curie ES				Fully executed 12/8/2020
10	Clairemont Canyon Academy (future site)				Fully executed 12/8/2020
11	Pacific View ES (future site)				Fully executed 12/8/2020
12	Paradise Hills ES (future site)				Fully executed 12/8/2020
13	Rowan ES (future site)				Fully executed 12/8/2020
14	CPMA MS				Fully executed 1/12/2021
15	Cubberley ES				Fully executed 1/12/2021
16	Encanto ES				Fully executed 1/12/2021
17	Gage ES				Fully executed 1/12/2021
18	Horton ES				Fully executed 1/12/2021
19	Linda Vista ES				Fully executed 1/12/2021
20	Marvin ES				Fully executed 1/12/2021
21	Tubman Charter				Fully executed 1/12/2021
22	Cabrillo ES				Fully executed 4/20/2021
23	Farb MS				Fully executed 4/20/2021
24	Hage ES				Fully executed 4/20/2021
25	Pacific Beach MS				Fully executed 4/20/2021
26	SCPA				Fully executed 4/20/2021
27	Wangenheim MS/Walker ES				Fully executed 10/5/2021
28	Salk ES (future site)				Fully executed 11/9/2021
29	Alba School				Fully executed 11/16/2021
30	Dingeman ES				Fully executed 11/16/2021
31	EB Scripps ES				Fully executed 11/16/2021
32	Rosa Parks ES				Fully executed 11/16/2021
33	Chavez ES				Fully executed 4/19/2022
34	Kimbrough ES				Fully executed 4/19/2022
35	King-Chavez Academy				Fully executed 4/19/2022

Joint Use Agreement Implementation Schedule

	Joint Use Agreement	Anticipated BoE Date	Anticipated PS&LN Date	Anticipated CC Date	Agreement complete
36	Sequoia ES				Fully executed 4/19/2022
37	Adams ES				Fully executed 7/26/2022
38	Challenger MS				Fully executed 7/26/2022
39	Normal Heights ES				Fully executed 7/26/2022
40	Mission Bay HS				Fully executed 7/26/2022
41	Roosevelt MS				Fully executed 7/26/2022
42	Taft MS (future site)				Fully executed 7/26/2022
43	Clark ES	Jan 2023	Feb 2023	March 2023	
44	Edison ES	Jan 2023	Feb 2023	March 2023	
45	Emerson ES (future site)	Jan 2023	Feb 2023	March 2023	
46	Jefferson ES	Jan 2023	Feb 2023	March 2023	
47	Language Academy	Jan 2023	Feb 2023	March 2023	
48	Ocean Beach ES	Jan 2023	Feb 2023	March 2023	
49	Pershing MS	Jan 2023	Feb 2023	March 2023	
50	Birney ES	March 2023	April 2023	May 2023	
51	Garfield ES	March 2023	April 2023	May 2023	
52	Marston MS	March 2023	April 2023	May 2023	
53	Wilson MS (future site)	March 2023	April 2023	May 2023	
54	Angier ES	May 2023	June 2023	July 2023	
55	Clay ES	May 2023	June 2023	July 2023	
56	Ericson ES	May 2023	June 2023	July 2023	
57	Kumeyaay ES	May 2023	June 2023	July 2023	
58	Valencia Park ES	May 2023	June 2023	July 2023	
59	Wegeforth MS	May 2023	June 2023	July 2023	
60	Cadman ES	September 2023	October 2023	November 2023	
61	Fletcher ES	September 2023	October 2023	November 2023	
62	Torrey Pines ES	September 2023	October 2023	November 2023	
63	Zamarano ES	September 2023	October 2023	November 2023	
64	Whitman ES (future site)	September 2023	October 2023	November 2023	
65	Alcott ES	February 2024	March 2024	April 2024	
66	Barnard ES	February 2024	March 2024	April 2024	
67	Bird Rock ES	February 2024	March 2024	April 2024	
68	Carson ES	February 2024	March 2024	April 2024	
69	Cherokee Point ES	February 2024	March 2024	April 2024	
70	Chollas Mead ES	February 2024	March 2024	April 2024	

Joint Use Agreement Implementation Schedule

	Joint Use Agreement	Anticipated BoE Date	Anticipated PS&LN Date	Anticipated CC Date	Agreement complete
71	Canyon Hills HS	April 2024	May 2024	June 2024	
72	Crown Point ES	April 2024	May 2024	June 2024	
73	Dailard ES	April 2024	May 2024	June 2024	
74	Fay ES	April 2024	May 2024	June 2024	
75	Franklin ES	April 2024	May 2024	June 2024	
76	Dana MS	April 2024	May 2024	June 2024	
77	De Portola MS	June 2024	July 2024	September 2024	
78	Doyle ES	June 2024	July 2024	September 2024	
79	Field ES	June 2024	July 2024	September 2024	
80	Forward ES	June 2024	July 2024	September 2024	
81	Joyner ES	June 2024	July 2024	September 2024	
82	Hardy ES	June 2024	July 2024	September 2024	
83	Hearst ES	September 2024	October 2024	November 2024	
84	Ibarra ES	September 2024	October 2024	November 2024	
85	Jerabek ES	September 2024	October 2024	November 2024	
86	Penn ES	September 2024	October 2024	November 2024	
87	Juarez ES	September 2024	October 2024	November 2024	
88	Mason ES	September 2024	October 2024	November 2024	
89	Mann MS	February 2025	March 2025	April 2025	
90	Lewis MS	February 2025	March 2025	April 2025	
91	Marshall MS	February 2025	March 2025	April 2025	
92	Porter ES	February 2025	March 2025	April 2025	
93	McKinley ES	February 2025	March 2025	April 2025	
94	Rodriguez ES	April 2025	May 2025	June 2025	
95	Pacific Beach ES	April 2025	May 2025	June 2025	
96	Montgomery MS	April 2025	May 2025	June 2025	
97	Tierrasanta ES	April 2025	May 2025	June 2025	
98	Vista Grande ES	April 2025	May 2025	June 2025	

## Play All Day Parks Program Implementation Schedule

	Site	Current Status	Address	Council District	Community Plan Area	Estimated* or Actual Open to the Public Date
1	Wegeforth Elem	Open to the public	3443 Ediwhar Ave	CD 7	Serra Mesa	FY 2017
2	Montgomery Middle	Open to the public	2470 Ulric St.	CD 7	Linda Vista	
3	Angier Elem	Open to the public	8450 Hurlbut St	CD 7	Serra Mesa	
4	McKinley Elem	Open to the public	3045 Felton St	CD 3	North Park	
5	CPMA Middle	Open to the public	5050 Conrad Ave	CD 2	Clairemont	FY 2019
6	Cubberley Elem	Open to the public	3201 Marathon Dr	CD 7	Serra Mesa	
7	Linda Vista Elem	Open to the public	2772 Ulric St	CD 7	Linda Vista	FY 2020
8	Encanto Elem	Open to the public	822 65th St	CD 4	Encanto	
9	Gage Elem	Open to the public	6811 Bisby Lake	CD 7	Navajo	
10	Marvin Elem	Open to the public	5720 Brunswick Ave	CD 7	Navajo	
11	Tubman (Harriet) Charter	Open to the public	6880 Mohawk St	CD 9	College	FY 2021
12	Audubon K-8	Open to the public	8111 San Vicente St	CD 4	Skyline- Paradise Hills	
13	Horton Elem	Open to the public	5050 Guymon St	CD 4	Encanto	
14	Longfellow K-8	Open to the public	5055 July St	CD 2	Clairemont	
15	Innovation Middle	Open to the public	5095 Arvinels Ave	CD 2	Clairemont	FY 2022
16	Rolando Park Elem	Open to the public	6620 Marlowe Dr.	CD 4	Eastern	
17	Curie Elem	Open to the public	4080 Governor Dr	CD 6	University	
18	Standley Middle Pool	Open to the public	6298 Radcliff Dr.	CD 6	University	
19	Standley Middle Field	Open to the public	6298 Radcliff Dr.	CD 6	University	
20	Sequoia Elem	Open to the public	4690 Limerick Ave	CD 2	Clairemont	
21	King-Chavez Primary Charter School	Open to the public	415 31st Street	CD 9	Southwestern	FY 2023

## Play All Day Parks Program Implementation Schedule

	Site	Current Status	Address	Council District	Community Plan Area	Estimated* or Actual Open to the Public Date
22	Emerson ES	Under Construction	1100 S 36th St	CD 8	Southeastern	FY 2023 cont
23	Wangenheim Middle/Walker Elem	Under Construction	9230 Gold Coast Dr	CD 6	Mira Mesa	
24	Marston Middle	Under Construction	3799 Clairemont Dr	CD 2	Clairemont	FY 2024
25	Wilson MS	Bidding	3838 Orange Ave.	CD 9	City Heights	
26	Taft Middle	Under Construction	9191 Gramercy Dr.	CD 7	Serra Mesa	
27	Salk (Jonas) Elem	Under Construction	7825 Flanders Dr.	CD 6	Mira Mesa	
28	Clairemont Canyons Academy (Lindberg-Schweitzer)	Under Construction	4133 Mt Albertine Ave	CD 2	Clairemont	
29	Spreckels Elem	Under Construction	6033 Stadium St.	CD 6	University	
30	Perry Elem	In Design	6290 Oriskany Rd	CD 4	Skyline- Paradise Hills	FY 2025
31	Pacific View Leadership	Bidding	6196 Childs Ave	CD 4	Skyline- Paradise Hills	
32	Paradise Hills Elem	In Design	5816 Alleghany St	CD 4	Skyline- Paradise Hills	
33	Boone Elem	In Design	7330 Brookhaven Rd	CD 4	Skyline- Paradise Hills	
34	Johnson Elem	In Design	1355 Kelton Rd	CD 4	Encanto	
35	Whitman Elem	Bidding	4050 Applestone St.	CD 2	Clairemont	
36	Hickman Elem	In Design	10850 Montongo St	CD 6	Mira Mesa	
37	Holmes Elem	In Design	4902 Mt Ararat Dr	CD 2	Clairemont	
38	Rowan Elem	In Design	1755 Rowan St.	CD 9	City Heights	FY 2026
39	Lafayette Elem	In Design	6125 Printwood Way	CD 2	Clairemont	
40	Pacific Beach Elem	In Design	1234 Tourmaline St	CD 1	Pacific Beach	

## Play All Day Parks Program Implementation Schedule

	Site	Current Status	Address	Council District	Community Plan Area	Estimated* or Actual Open to the Public Date
41	Jones Elem	Planning	2751 Greyling Dr	CD 7	Serra Mesa	FY 2028
42	Grant K-8	Planning	1425 Washington Place	CD 3	Uptown	FY 2029
43	Florence Elem	Planning	3914 1st Ave	CD 3	Uptown	
44	Toler Elem	Planning	3350 Baker St	CD 2	Clairemont	
45	Field ES	Planning	4375 Bannock Ave	CD 2	Clairemont	
46	Foster ES	Planning	6550 51 St	CD 7	Navajo	
47	Benchley/ Weinberger Elem	Planning	6269 Twin Lake Dr	CD 7	Navajo	FY 2030
48	Bay Park Elem	Planning	2433 Denver St	CD 2	Clairemont	
49	Carver Elem	Planning	3251 Juanita St	CD 4	Eastern	
50	Ross Elem	Planning	7470 Bagdad St	CD 2	Clairemont	
51	Hawthorne Elem	Planning	4750 Lehrer Dr	CD 2	Clairemont	FY 2031
52	Bethune K-8	Planning	6835 Benjamin Holt Rd	CD 4	Skyline-Paradise Hills	
53	Perkins Elem	Planning	1770 Main St	CD 8	Barrio Logan	FY 2034
54	Nye Elem	Planning	981 Valencia Pkwy	CD 4	Encanto	
55	Balboa Elem	Planning	1844 S 40th St	CD 8	Southeastern	
56	Burbank Elem	Planning	2146 Julian Ave	CD 8	Southeastern	

\* Estimated dates subject to change



## Existing Joint Use Facilities with Other School Districts

	School	Facility Name	School District	Address	Council District	Community Planning Area	City Acres	District Acres	Total Acres	JU Agreement Start Date	Term (years)	JU Agreement Expiration Date
1	Ashley Falls Elementary	Ashley Falls Neighborhood Park	Del Mar Union School District	13062 Ashley Falls Drive	1	Carmel Valley	4.62	0	4.62	9/16/1997	25	9/15/2022
2	Carmel Del Mar Elementary	Carmel Del Mar Neighborhood Park	Del Mar Union School District	4400 Carmel Park Drive	1	Carmel Valley	7.59	0	7.59	9/23/1991	55	9/22/2046
3	Ocean Air Elementary	Ocean Air Community Park	Del Mar Union School District	4770 Fairport Way	1	Carmel Valley	5.72	0	5.72	11/28/2006	25	11/27/2031
4	Sage Canyon Elementary	Sage Canyon Neighborhood Park	Del Mar Union School District	5252 Harvest Run Drive	1	Carmel Valley	4.49	0.79	5.28	1/22/2001	25	1/21/2026
5	Black Mountain Middle	Black Mountain Middle Joint Use Gym	Poway Unified School District	9353 Oviedo Street	5	Rancho Peñasquitos	0	1.66	1.66	6/11/1990	50	6/10/2040
6	Miramar Community College	Hourglass Field Community Park and Ned Baumer Aquatic Complex	San Diego Community College	10440 Black Mountain Rd	6	Mira Mesa	0	29.62	29.62	9/25/1989	55	9/24/2044
7	Pacific Trails Middle	Pacific Trails Middle Joint Use Facility	San Dieguito Union High School District	5975 Village Center Loop Rd	1	Carmel Valley	0	8.82	8.82	4/20/2021	10	4/19/2031
8	La Mirada Elementary	La Mirada Elementary Joint Use Facility	San Ysidro School District	222 Avenida De La Madrid	8	San Ysidro	0	4.95	4.95	7/8/2002	25	7/7/2027
9	Ocean View Hills K8	Ocean View Hills Neighborhood Park	San Ysidro School District	4947 Ocean View Hills Pkwy	8	Otay Mesa	0	4.85	4.85	7/18/2005	25	7/17/2030
10	Carmel Creek Elementary	Carmel Creek Neighborhood Park	Solana Beach School District	4260 Carmel Center Road	1	Carmel Valley	6.31	0	6.31	5/16/2017	25	7/21/2042
11	Solana Highlands Elementary	Solana Highlands Neighborhood Park	Solana Beach School District	3894 Long Run Drive	1	Carmel Valley	5.06	0	5.06	5/16/2017	25	7/21/2042
12	Nicoloff Elementary	Howard Lane Neighborhood Park	South Bay Union School District	1777 Howard Lane Ave	8	Otay Mesa-Nestor	6.78	0	6.78	1/1/1990	40	12/31/2030
<b>Totals</b>							<b>40.57</b>	<b>50.69</b>	<b>91.26</b>			

## Potential Candidates for Future Joint Use Facilities with Other School Districts

	Candidate School	School District	Address	Council District	Community Planning Area
1	Finney ES	Chula Vista Elementary School District	3950 Byrd St	8	Otay Mesa Nestor
2	Juarez-Lincoln ES	Chula Vista Elementary School District	849 Twining Ave	8	Otay Mesa Nestor
3	Los Altos Elementary	Chula Vista Elementary School District	1332 Kenalan Dr	8	Otay Mesa Nestor
4	Sycamore Ridge School	Del Mar Union School District	5333 Old Carmel Valley Rd	1	Carmel Valley
5	Adobe Bluffs Elementary	Poway Unified School District	8707 Adobe Bluffs Dr	5	Torrey Highlands
6	Bernardo Hills Middle	Poway Unified School District	12990 Paseo Lucido	5	Rancho Bernardo
7	Canyon View Elementary	Poway Unified School District	9225 Adolphia Street	5	Rancho Penasquitos
8	Creekside Elementary	Poway Unified School District	12362 Springhurst Dr	5	Sabre Springs
9	Deer Canyon Elementary	Poway Unified School District	13455 Russet Leaf Ln	5	Rancho Penasquitos
10	Del Sur Elementary	Poway Unified School District	15665 Paseo Del Sur	5	Black Mountain Ranch
11	Highland Ranch Elementary	Poway Unified School District	14840 Waverley Downs Way	5	Carmel Mountain Ranch
12	Los Penasquitos Elementary	Poway Unified School District	14125 Cuca St	5	Rancho Penasquitos
13	Mesa Verde Middle	Poway Unified School District	8375 Entreken Way	5	Torrey Highlands
14	Morning Creek ES	Poway Unified School District	10925 Morning Creek Dr	5	Sabre Springs
15	Park Village ES	Poway Unified School District	7930 Park Village Rd	5	Rancho Penasquitos
16	Rolling Hills ES	Poway Unified School District	15255 Penasquitos Dr	5	Rancho Penasquitos
17	Shoal Creek ES	Poway Unified School District	11775 Shoal Creek Dr	5	Carmel Mountain Ranch
18	Sundance ES	Poway Unified School District	8944 Twin Trails Dr	5	Rancho Penasquitos
19	Sunset Hills ES	Poway Unified School District	9291 Oviedo St	5	Rancho Penasquitos
20	Turtleback ES	Poway Unified School District	15885 Turtleback Rd	5	Rancho Bernardo
21	Westwood ES	Poway Unified School District	17449 Matinal Rd	5	Rancho Bernardo
22	Willow Grove ES	Poway Unified School District	14727 Via Azul	5	Black Mountain Ranch
23	Carmel Valley MS	San Dieguito Union High School District	3800 Mykonos Ln	1	Carmel Valley

Potential Candidates for Future Joint Use Facilities with Other School Districts

	Candidate School	School District	Address	Council District	Community Planning Area
24	San Ysidro MS	San Ysidro School District	4345 Otay Mesa Rd	8	San Ysidro
25	Smythe ES	San Ysidro School District	1880 Smythe Ave	8	San Ysidro
26	Sunset ES	San Ysidro School District	3825 Sunset Ln	8	San Ysidro
27	Vista Del Mar ES	San Ysidro School District	4885 Del Sol Blvd	8	Otay Mesa
28	Willow ES	San Ysidro School District	226 Willow Rd	8	San Ysidro
29	Berry ES	South Bay Union School District	2001 Rimbey Ave	8	Otay Mesa Nestor
30	Emory Elementary	South Bay Union School District	1915 Coronado Ave	8	Otay Mesa Nestor
31	Mendoza ES	South Bay Union School District	2050 Coronado Ave	8	Otay Mesa Nestor
32	Nestor Language Academy	South Bay Union School District	1455 Hollister St	8	Otay Mesa Nestor
33	Solana Pacific ES	Solana Beach School District	3901 Townsgate Dr	1	Carmel Valley
34	Sunnyslope ES	South Bay Union School District	2500 Elm Ave	8	Otay Mesa Nestor
35	Mar Vista Academy	Sweetwater Union School District	1267 Thermal Ave	8	Otay Mesa Nestor
36	Southwestern Junior High	Sweetwater Union School District	2710 Iris Ave	8	Otay Mesa Nestor