

**AGREEMENT FOR USE AND MAINTENANCE  
OF JOINT USE FACILITIES  
FOR SAGE CANYON ELEMENTARY SCHOOL  
NEIGHBORHOOD #10/PARK**

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THIS AGREEMENT FOR USE AND MAINTENANCE OF JOINT USE FACILITIES ("Joint Use Agreement") is made between THE CITY OF SAN DIEGO, a municipal corporation, herein called ("City") and the DEL MAR UNION SCHOOL DISTRICT, a public school district of the State of California, herein called ("District") based on the following facts:

**RECITALS**

A. City and District have found that it is to their mutual benefit to contribute jointly and equitably to the establishment of recreational facilities adjacent to the Sage Canyon School ("SCS"), previously known as the Carmel Valley Neighborhood #10 Elementary School.

B. The estimated average life-span of all improvements to be constructed as part of the joint use area described herein is no greater than the term of this Joint Use Agreement.

C. City and District enter into this Joint Use Agreement, based upon, among other things, the following provisions: (1) a 4.3 acre Joint Use site of City owned property, jointly used and maintained by the City and District; (2) the District owned parking lot jointly used and maintained by the City and District; and (3) the District construction of a sewer pump station on District property to be jointly used and maintained by the City for its park comfort station and drinking fountains and by the District for its facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties hereto agree as follows:

**AGREEMENT**

**1.0 TERM**

This Joint Use Agreement must be approved by the Board of Trustees of District and by the San Diego City Council. The term of this Joint Use Agreement shall commence on the date that the San Diego City Council ordinance approving this Joint Use Agreement becomes effective ("Effective Date"). This Joint Use Agreement shall expire either twenty-five (25) years after the Effective Date, or when the adjacent SCS is no longer operated by the District, whichever event occurs first. A copy of the approving ordinance is attached hereto and incorporated herein as Exhibit "B". It is the intent of the Parties to renew this Joint Use Agreement if the SCS is still being operated by the District twenty-five (25) years after commencement of this Joint Use Agreement. The purpose of this renewal provision is for the Parties to meet prior to the beginning of the 23<sup>rd</sup> year of this Joint

18918  
FILED                       
JAN 22 2001  
OFFICE OF THE COUNTY CLERK  
SAN DIEGO, CALIFORNIA

Use Agreement to re-evaluate respective needs, rights, and obligations of the Parties under this Agreement, and to address issues regarding replacement of any improvements which may have served their useful life.

## 2.0 PROPERTY

The real property addressed by this Joint Use Agreement consists of the City-owned parcel adjacent to the SCS, hereinafter referred to as the "JUA Site", and the District owned parking lot area, both of which are more particularly described in Exhibit "A", the General Development Plan, which is attached hereto and incorporated herein by this reference.

## 3.0 USE OF JUA SITE

The JUA Site shall be used exclusively for the purpose of constructing, maintaining, and operating facilities for public and District recreation (including physical education) programs in accordance with this Joint Use Agreement.

## 4.0 DISTRICT'S EXCLUSIVE USE OF JUA SITE

District shall have exclusive use of all facilities located within the JUA Site in connection with its public education programs from thirty (30) minutes before the beginning of the school day until thirty (30) minutes after the end of the school day Monday through Friday, on each and every day that school is in session during the traditional school year as of the 1999-2000 school calendar. If the District determines to modify its school calendar by adding instructional days, summer school, or by operating a single track or multi-track year round or other alternative school year, then the City shall be provided written notice by April 15 prior to the following July 1 to June 30 school year. For any additional use, including use for summer session, District shall make prior arrangements and obtain permission from City. The City agrees to use best efforts to accommodate requests by District for use of the JUA Site during summer vacation periods for summer session or other requirements of District. City shall have the right of entry to the JUA Site to perform maintenance during regular school hours, as mutually agreed upon by City and District.

## 5.0 CITY'S EXCLUSIVE USE OF JUA SITE

5.1 City's Exclusive Use. City shall have exclusive use of all facilities located within the JUA Site in connection with its public recreation programs from thirty (30) minutes after the end of the school day until thirty (30) minutes before the beginning of the school day, Monday through Friday on days that school is in session during the traditional school year as of the 1999-2000 school calendar. If the District determines to modify its school calendar by adding instructional days, summer school, or by operating a single track or multi-track year round or other alternative school year, then the City shall be provided written notice by April 15 prior to the following July 1 to June 30 school year. City shall also have such exclusive use on holidays, weekends, and other days when school is not in session. For any additional use, City shall make prior arrangements and obtain permission from District. City intends to coordinate any organized league events at the JUA Site with any City recognized recreation council in existence during the term of this Agreement.

5.2 Notice Regarding Major Renovations. City shall notify District by January 1 of any major renovations to occur during the summer so that the District can schedule summer school locations or other District uses. The City shall make every effort to conduct all major renovations required so as not to affect the school educational program. Reimbursements for major renovations shall be made pursuant to Paragraph 9.7.

## 6.0 CITY'S USE OF DISTRICT PARKING LOT

The City shall have use of the District parking lot in connection with its public recreation program from thirty (30) minutes after the end of the school day until thirty (30) minutes before the beginning of the school day, Monday through Friday on days that school is in session, and on weekends and holidays, except during District sponsored events on weekends and holidays. If the District determines to modify its school calendar by adding instructional days, summer school, or by operating a single track or multi-track or other alternative school year, then the City shall be provided written notice by April 15 prior to the following July 1 to June 30 school year. City shall also have such use on holidays, weekends, and other days when school is not in session. For any additional use, City shall make prior arrangements and obtain permission from District.

## 7.0 UTILITIES FOR JUA SITE

7.1 City Obligation. Subject to reimbursement as set forth below in Subparagraph 7.3, City shall pay all water, electricity, and other utility costs in connection with operation of the JUA Site, excluding the parking lot.

7.2 City Installation of Separate Water Meter. City shall cause to be installed, at City's expense, a separate water meter for the City owned JUA Site.

7.3 District Obligation to Reimburse for Water Usage. City shall bill quarterly and District shall reimburse the City for a pro-rata share of water usage at the JUA Site. The District's pro-rata share shall be calculated by dividing the total number of days in the billing period by the number of days during the billing period when the District had exclusive use of the JUA Site for any portion of the day, as provided for above in Paragraph 4.0.

## 8.0 SEWER PUMP STATION

8.1 District Construction of Sewer Pump Station. Unless the obligation is satisfied by others, District shall construct a sewer pump station on its property in conformance with current standards of practice and applicable agency standards as a part of the construction of the SCS.

8.2 City Connection to Sewer Pump. As part of the sewer pump construction, the District shall allow the City to connect to the sewer pump at City's own cost. The District shall construct the sewer pump and its connection to the sewer main located in Carmel Mountain Road. The City connection to the sewer pump on District property shall be constructed by the District by change order and the City shall reimburse the District within sixty (60) days of presentation of the change

order to the City. City shall be solely responsible for the maintenance of City owned sewer lines up to the point of connection to the District sewer system. The cost shall be as provided in Exhibit "C".

8.3 City Use of Sewer Pump. District shall allow City to use sewer pump for sewer service for the comfort station and drinking fountains subject to reimbursement as set forth below in Subparagraphs 8.4 and 8.5.

8.4 City Construction Cost Obligation. The District shall bill the City at the end of the sewer construction on the SCS site and the City shall reimburse the District for a pro rata share of the sewer construction cost as determined by the ratio of the District fixture count to the City fixture count, as provided in Exhibit "D". The City shall reimburse the District within sixty (60) days of presentation of the invoice to the City.

8.5 City Sewer Maintenance and Operations Cost Obligation. The District shall bill quarterly and the City shall reimburse the District for a pro rata share of the sewer operations and maintenance cost. Maintenance shall include and not be limited to District staff time, sewer maintenance contracts, sewer alarm contract, equipment, supplies, replacement parts, etc., of sewer pump station. The pro rata share will be determined by the following formula:

Sf = The sum of the total number of the school's fixtures multiplied by the appropriate unit multiplier. The unit multiplier shall be in accordance with the Uniform Plumbing Code as amended.

Pf = The sum of the total number of the Park's and JUA fixtures multiplied by the appropriate unit multiplier. The unit multiplier shall be in accordance with the Uniform Plumbing Code as amended.

Sd = Number of days that the school is in session.

Pd = Number of days the park and JUA are in use.

$$\text{City's Share (\%)} = \frac{\text{PfPd}}{\text{PfPd} + \text{SfSd}}$$

A copy of the Sewer Fixture Chart is attached hereto and incorporated herein as Exhibit "D".

8.6 District Maintenance Obligation. Upon completion of the construction of the sewer pump the District shall maintain the sewer pump according to generally accepted operating and maintenance guidelines for sewer pumps.

8.7 Entry for Sewer Pump Maintenance. In the event City or District is required to enter upon the other party's property in order to fulfill its sewer pump maintenance obligations, such entry shall be during regular business hours and as mutually agreed upon by the parties. The party seeking entry shall give at least 48 hours prior notice of such entry. The above requirements shall not apply to entries required due to emergencies. Upon completion of any entry or maintenance work, the property entered shall be returned to its previous state and/or repaired at no cost and to the reasonable satisfaction to the party whose property was entered.

## 9.0 MAINTENANCE AND LITTER REMOVAL FOR JUA SITE

9.1 City's Maintenance Obligation. Subject to the reimbursement provision as set forth below in Subparagraph 9.5 and exclusive of those facilities or areas set forth in Paragraphs 9.1.1 and 9.2 below, City shall be responsible for maintenance and litter collection of the JUA Site, as follows: turf mowing, fertilizing, weed and pest control, and renovation; plant maintenance and replacement; irrigation system maintenance and repair; asphalt resurfacing and re-striping for the western hard court asphalt area (excluding miscellaneous striping as noted in Section 9.2); four (4) foot high vinyl coated chain link fence between JUA Site and the 24-hour park; electrical lines and systems for irrigation; concrete walks and drainage systems; rubberized surfacing under older children's (western tot lot area) play equipment; and graffiti and litter removal.

9.1.1 City's Sole Maintenance Obligation. City shall be solely responsible for the maintenance and replacement of the ten (10) foot high fence; the 24-hour park area; walkway pole lighting; T-ball equipment and paving; three (3) adult basketball courts striping and equipment; two (2) volleyball court striping and equipment; site retaining walls; and concrete maintenance walkway.

9.2 District's Sole Maintenance Obligation. District shall be solely responsible for maintenance and replacement of any improvements installed upon the JUA Site at the request of the District and solely serving to satisfy the educational program for the District, which include the following: maintenance of subbase for asphalt fire lanes; two (2) small basketball courts striping and equipment; one (1) half basketball court striping and equipment; miscellaneous re-striping for hard-court games (i.e., track, four square, etc.); all ball walls; all tetherball striping and equipment; the younger children's (eastern tot lot area) play equipment, fibar surfacing, drainage and concrete mow curb; the older children's (western tot lot area) play equipment, drainage and concrete mow curb; and the asphalt surface located in the northeast corner of the JUA Site.

9.3 Maintenance and Litter Removal of District Parking Lot. Subject to the reimbursement provisions set forth below in paragraph 9.6, District shall be responsible for maintenance and litter collection at the District Parking Lot, as follows: parking lot maintenance, including pavement re-striping, and re-surfacing; graffiti removal, and the landscape and irrigation, planters and concrete located in the center of the parking lot.

9.4 Maintenance Standards. City and District shall maintain the improvements in the JUA Site, as required pursuant to obligations set forth in this paragraph, in a manner consistent with the City-wide standards of the Park and Recreation Department and standards promulgated by the District, respectively. Both Parties acknowledge that failure to maintain the JUA Site in a timely and workmanlike manner consistent with these City-wide and District standards creates an unacceptable hardship for both Parties.

9.5 District Obligation to Reimburse for Maintenance and Litter Removal of JUA Site. City shall bill quarterly and District shall reimburse the City for a pro-rata share of the maintenance and litter removal described above and performed by City pursuant to Paragraph 9.1. The District's pro-rata share shall be calculated by dividing the total number of days in the billing period by the number of days during the billing period when the District had exclusive use of the JUA Site for any portion of the day, as provided for above in Paragraph 4.0. However, District shall not be obligated

to reimburse City for the cost of any litter removal associated with special events sponsored or permitted by the City during times when City has exclusive use of the JUA Site.

9.6 City's Obligation to Reimburse for Maintenance and Litter Removal of Parking Lot. District may bill quarterly and City shall reimburse District its pro rata share of maintenance and litter removal for District standard maintenance of Parking Lot as performed by the District pursuant to Paragraph 9.3. The City's pro rata share shall be calculated by dividing the total number of days in the billing period by the number of days during the billing period when the District had exclusive use of the JUA Site for any portion of the day, as provided in Paragraph 4. District shall also bill City and City shall reimburse District for all City sponsored activities or City special events which result in extraordinary litter removal.

9.7 Reimbursement for Major Renovations. Whenever the City or District have mutually approved major renovations to the JUA site and the Parking lot, such as but not limited to, asphalt resurfacing or turfing fields, the party conducting the major renovation shall be reimbursed pro rata by the other party. The pro rata share shall be calculated on a fiscal year basis, July 1 to June 30, by dividing the total number of days when the District had exclusive use of the JUA Site for a portion of the day as provided in Paragraph 4, by 365 days.

9.8 Fingerprinting Requirements. Unless exempted, City shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of maintenance employees who may have contact with the District's pupils. The City shall also ensure that its contractors on the Project also comply with the requirements of Section 45125.1. To this end, the City and its contractors must provide for the completion of the certification form attached hereto as Exhibit "E" and incorporated herein by reference prior to any of the City's maintenance employees, or those of any other consultants, coming into contact with the District's pupils.

#### 10.0 JOINT ANNUAL REVIEW

City and District shall meet annually prior to January 1 of each year to review the joint use of the JUA Site. As a result of this review, the use schedule, maintenance, replacement of equipment and utility obligations as identified in this Joint Use Agreement may be discussed and amended in writing by mutual consent of the Parties after obtaining necessary approvals from the Council of The City of San Diego and the District Board of Education.

#### 11.0 CONSTRUCTION REIMBURSEMENT

The District shall reimburse the City for the construction costs of the specific play equipment (\$118,764.50) and the fire lane sub-base (\$7,195.00) that were requested by the District during the design of the Joint Use Site (total reimbursement \$125,959.50). That equipment and the sub-base for the fire lane and the actual construction costs for these items ("Actual Costs") are described in Exhibit "F", attached hereto and incorporated herein by this reference. The City shall invoice the District for the Actual Costs and the District shall pay to the City those Actual Costs within 30 days of the invoice date.

## 12.0 GENERAL PROVISIONS

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

12.2 Indemnity. City agrees to indemnify and save District, its agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of City, its agents or employees in connection with the performance of this Agreement and the use of the JUA Site and the 24-hour Park. District agrees to indemnify and save City, its agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of District, its agents or employees in connection with the performance of this Agreement and the use of the JUA Site or the SCS.

12.3 Insurance. City and District acknowledge and warrant that they are self-insured in compliance with the laws of the State of California, that their self-insurance covers persons acting on their behalf or under their control, and that their self-insurance covers their use of the JUA Site as contemplated by this Agreement. The parties further warrant that they will notify the other party of any insurance coverage change at least thirty (30) days prior to the change in accordance with the notice provisions of this Joint Use Agreement. Any coverage change must be approved by the other party, which approval shall not be unreasonably withheld.

12.4 Worker's Compensation Insurance. City and District acknowledge and warrant that they maintain, and shall maintain for the term of this Agreement, Worker's Compensation coverage as required by law.

12.5 Entry and Inspection. City reserves, and shall always have, the right to enter upon the JUA Site for the purpose of viewing and ascertaining the condition thereof.

12.6 Assignment. Neither District nor City shall assign this Agreement or any interest herein, without the prior written consent of the other party. Any such assignment without such consent shall be void.

12.7 Time. Time is of the essence of each and all of the terms and provisions of this Agreement.

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

12.9 Remedies. In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days after the service of written notice upon the defaulting party specifying the default complained of, then the second party may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately seek to cure the other party's default (except back payment owed).

The other party shall be billed the cost of such cure. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the second party shall not seek to cure the default if the defaulting party immediately commences to cure said fault and diligently pursues such cure to completion.

12.10 Verbal Agreements. This Agreement contains the complete expression and the whole agreement between the Parties hereto and there are no promises, representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect except by written agreement between the Parties, as provided for herein.

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

12.12 Amendment. This Agreement may be amended in writing by mutual consent of District and City as permitted by law.

12.13 Nondiscrimination. District and City shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. District and City shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. District and City understand and agree that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment or other sanctions.

12.14 Notices. Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party shall be effective (a) when delivered to the recipient by personal delivery or facsimile transmission, (b) on the second business day after mailing by certified or registered United States mail, return receipt requested, or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, addressed to the party at the address shown below:

City Manager  
City of San Diego  
202 "C" Street  
San Diego, California 92101  
Attention: Parks and Recreation Director  
and  
Del Mar Union School District  
225 Ninth Street  
Del Mar, California 92014  
Attention: Superintendent



With a copy to: Best Best & Krieger LLP

**Best Best & Krieger LLP**  
402 West Broadway, 13<sup>th</sup> Floor  
San Diego, California 92101-3542  
Attention: Christina L. Dyer

Notice of change of address shall be given by written notice in the manner set forth in this Paragraph.

12.15 Successors in Interest. This Agreement and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Agreement have been succeeded by another entity, and all rights and obligations of the Parties signatory to this Agreement shall be vested and binding on their successors' interest.

IN WITNESS WHEREOF, this Joint Use Agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Ordinance No. 18918, authorizing such execution, and by the Del Mar Union School District.

1007  
1928-10199

THE CITY OF SAN DIEGO,  
A MUNICIPAL CORPORATION

DEL MAR UNION SCHOOL DISTRICT

By: [Signature]  
Title: Deputy City Attorney  
Date: 1/24/11

By: Thomas F. Bishop  
Title: Superintendent  
Date: 12/14/10

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, CITY ATTORNEY

CHRISTINA L. DYER,  
BEST BEST & KRIEGER, LLP

By: [Signature]  
Deputy City Attorney

By: Christina L. Dyer



**EXHIBIT "B"**

**SAN DIEGO CITY COUNCIL ORDINANCE**

**[To be provided.]**

Exhibit "C"

Sewer Pump Connection Cost Estimate

Construction of Sewer Line Peltzer Plumbing, Inc.	\$4,937.00
Survey for sewer line for City of San Diego Alta Land Surveying	\$400.00
Change Orders pending on this project for extra ripping effort required by Peltzer. Plumbing, Inc.	Cost to be determined
douglas e. barnhart, inc. Construction Management	\$500.00
<u>Trittipio &amp; Associates</u>	<u>\$3,275.00</u>
Total Estimated Cost	\$9,112.00



City of San Diego  
Development Services  
Information and Application Services Division  
1222 First Avenue, Suite 501  
San Diego, CA 92101-4153  
(619) 236-8270

**Water Meter  
Data Card**

Plan File No. AI 1725-51 New Service Sequence No.(s) 18964  
 Water Meter Address 5252 Harvest Run Drive  
 Building Address 5252 HARVEST RUN DRIVE  
 Owner/Tenant Name (Print) \_\_\_\_\_ Phone Number \_\_\_\_\_

Max Length of Water System \_\_\_\_\_ 5. No. of Building Stories \_\_\_\_\_ 6. Flushometer Valve Fixtures Yes No

Type of Fixture	Fixture Unit Multiplier		Fixtures Added			Fixtures Remaining or Relocated			Fixtures to be Removed		
	Public	Private	Public	Private	Total	Public	Private	Total	Public	Private	Total
bathtub and/or shower	4	2									
bidet	4	2									
closet (toilet) or Dental Lavatory	1	-									
dishwasher, commercial	4	-									
drinking Fountain	1	-	2		2						
emergency Shower/Eyewash	.5	-									
fire Bibb - inside	5	3									
fire bibb - outside	5	3	1		5						
indry tub or clothes washer	4	2									
into Home	8	6									
ice bar or lavatory	2	1	2		4						
ice clinic flushing	10	-									
ice kitchen	4	2									
ice mop	4	2									
ice wash or circle spray	4	2									
ice other	4	2									
irrigation Heads for Irrigation (full)	1	1									
flush tank	3	-									
pedestal	10	-									
stall (wall or stall)	5	-	1		5						
closet (tank)	5	3			5						
closet (flush valve)	10	6	3		30						
flush valve (toilet)	1	-									
<b>Fixture Unit Subtotal</b>					<b>New 46</b>			<b>Existing 42</b>			<b>Removed</b>

Fixture Unit Total \_\_\_\_\_ Fixture Unit = 46 Gallons Per Minute (GPM) = 46  
 Water Requirements \_\_\_\_\_ Fixture Unit = \_\_\_\_\_ Gallons Per Minute (GPM) = \_\_\_\_\_  
 Existing Water Requirements \_\_\_\_\_ Fixture Unit = \_\_\_\_\_ Gallons Per Minute (GPM) = \_\_\_\_\_  
 Water Requirements \_\_\_\_\_ Fixture Unit = \_\_\_\_\_ Gallons Per Minute (GPM) = 46

I certify that the information given is correct. The approval given for minimum meter size and maximum water capacity of water pipe is based solely on the information and the building plans. Any deviation during construction will require resubmission of corrected information for determination of adequacy of water pipe and meter sizes.

Signature (Owner, Tenant, or Agent) [Signature] Date Signed 11/1/00

The portion below will be completed by the Development Services Department

Fixture units for meter sizing 46 Total fixture units for capacity charges. Water 42 Sewer 37  
 Proposed Meter Size 1 1/2" Water Supply Line Size \_\_\_\_\_

Flow Regulation Required? Yes No Backflow Preventor Required? Yes No

Development Services Department Approval By: [Signature] Date 11/1/00

This information is available in alternative format for persons with disabilities. To request this information in alternative format, call (619) 236-7703 or (800) 735-2929 (TT)

**EXHIBIT 'D'**  
**SEWER FIXTURE CHART FOR THE PARK AND JOINT USE SITE**



EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

CITY CERTIFICATION

With respect to the Joint Use Agreement dated \_\_\_\_\_, 2000 by and between Del Mar Union School District (District) and the City of San Diego (City) regarding the Carmel Valley Neighborhood #10 Elementary School, City hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).

District Official

Date

CITY'S CONSULTANT CERTIFICATION

Del Mar Union School District (District) entered into a Joint Use Agreement with the City of San Diego (City) on or about \_\_\_\_\_, 2000 (Agreement). This certification is submitted by \_\_\_\_\_, a consultant to the City for purposes of that Agreement (Consultant). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).

District Official

Date





THE CITY OF SAN DIEGO

October 20, 1999

EXHIBIT 'F'  
CONSTRUCTION REIMBURSEMENT

Kathy Tanner, Business Manager  
Del Mar Union School District  
225 Ninth Street  
Del Mar, CA 92014

Dear Kathy,

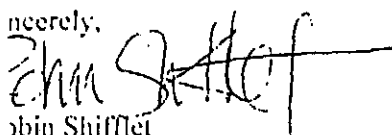
This letter is to clarify the reimbursement items we discussed at our meeting on Monday, October 18, 1999. The following construction items will be included in the Park/Joint Use construction documents and be built by the City, with the understanding that the School will reimburse the City for these items:

- . Subbase for asphalt fire lane.
- . Two small basketball courts striping and equipment.
- . One Half court striping and equipment.
- . Misc. striping for hardcourt games, (track, four square, etc.)
- . Ballwall for younger children.
- . Tetherball striping and equipment.
- . Younger children play equipment, fiber surfacing, drainage and concrete mow curb.
- . Children play equipment, fiber surfacing (city will pay for the extra for rubberized surfacing), drainage and concrete mow curb.

The following items the City will pay for on the joint use area without reimbursement:

- . Asphalt paving.
- . Three basketball courts stripping, equipment.
- . One volleyball courts striping and equipment.
- . Walkway pole lighting.
- . T-ball equipment and paving.
- . Site retaining walls.
- . Ballwall for older children.
- . Concrete maintenance walkway.
- . Landscaping and irrigation.
- . Fencing.

Please call me with any questions or comments. 619/525-8231. Thank you.

Sincerely,  
  
Robin Shifflet  
Park Planning, Northern Parks Division

Deborah Sharpe, Northern Parks Division  
Don Ueno, KTU+A

Northern Parks Division

Park and Recreation • Community and Neighborhood Services • Balboa Park • San Diego, CA 92101

Tel (619) 525-8222 Fax (619) 525-8224

Mailing Address: 202 C Street, MS 35 • San Diego, CA 92101-3840



RECEIVED APR 18 2000

THE CITY OF SAN DIEGO

April 13, 2000

EXHIBIT 'F'  
CONSTRUCTION REIMBURSEMENT

Kathy Tanner  
Del Mar Union School district  
225 Ninth Street  
Del Mar, CA 92014

Dear Kathy:

Re: Carmel Neighborhood #10 Park and Joint Use Site

The following is a break down of the bid additive alternates and costs:

Additive Alternate #1 - \$48,627.00\*

Joint use upper grade play area, add play equipment, rubber play surface, concrete curb and drainage per details and specs.

\*This additive alternate #1 calls for rubber surfacing, cost \$91,977, the City will pay the difference between rubber and fibar at a price of \$43,350. The school's cost will be \$48,627.

Additive Alternate #2 - \$42,787.50

Joint use lower grade play area, add play equipment, fibar surface, felt drainage, concrete curb and per details and specs.

Additive Alternate #3 - \$27,350.00

Add hardcourt play equipment and paint striping at joint use areas, equipment includes five (5) basketball backstops, four (4) ball walls, one (1) sets of volleyball posts and net, and eight (8) tether ball posts and equipment along with related paint striping.

Please notify me, within five (5) working days, in writing of which additive alternates the School District will approve. We will then finalize the agreement with the contractors. Thank you.

Sincerely,

Robin Shifflet, Northern Parks Division

RS/rs

cc: Deborah Sharpe, Northern Parks Division  
Lynn McNary, Pardee Construction Company

Northern Parks Division

Park and Recreation • Community and Neighborhood Services • Balboa Park • San Diego, CA 92101

Tel (619) 525-8222 Fax (619) 525-8224

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Linda Crawford  
Mindy Disraeli  
Janet Lamborghini  
Barbara Myers  
Jeanne Waite

# Del Mar Union School District

225 NINTH STREET, DEL MAR, CA 92014-2716 • (858) 755-9301 • FAX (858) 755-4361

BOARD OF TRUSTEES

Thomas F. Bishop, SUPERINTENDENT

## EXHIBIT 'F' CONSTRUCTION REIMBURSEMENT

May 1, 2000

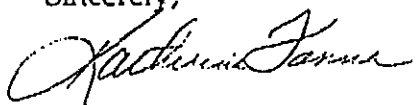
Ms. Robin Shifflet  
Park Designer  
City of San Diego  
Northern Parks Division  
202 C Street MS 35  
San Diego, CA 92101-3860

RE: Carmel Valley Neighborhood 10 – Park and Joint Use Site

Dear Robin:

This letter is to confirm that the Del Mar Union School District will reimburse the City of San Diego for the Additive Alternates #1, #2, and #3 as listed in your letter dated April 13, 2000. This acceptance is with the understanding that no substitutions will be made on the equipment as specified unless approved by the District in writing.

Sincerely,



Katherine Tanner

Attachment: April 13, 2000 letter concerning Carmel Neighborhood #10 Park and Joint Use Site

cc: Thomas F. Bishop, Superintendent

(O-2001-66)

ORDINANCE NUMBER O- 18918 (NEW SERIES)

ADOPTED ON JAN 22 2001

WHEREAS, the Sage Canyon Elementary School [School] is located in the Carmel Valley community at Carmel Mountain Road and Harvest Run Drive, is within the Del Mar Union School District [District] boundaries, and is adjacent to an approximately 6.74 acre neighborhood park; and

WHEREAS, the 1981 North City West Master Schools Facilities Plan approved by the Council provides for the joint use of approximately 4.8 acres of the City-owned neighborhood park; and

WHEREAS, the City and District have negotiated a joint use agreement to provide for the maintenance and use of a portion of the City-owned neighborhood park and the District-owned parking lot, as well as for the use and maintenance of a District-owned pump station; NOW, THEREFORE,

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

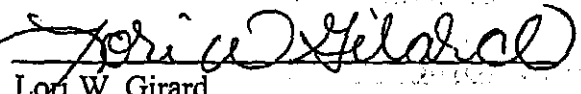
Section 1. That the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of the City, an Agreement for Lease and Maintenance of Joint Use Facilities for Sage Canyon Elementary School and Carmel Valley Neighborhood #10 Park, with the Del Mar School District, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. OO- 18918.

Section 2. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to

its final passage.

Section 3. This ordinance will take effect and be in force on the thirtieth day from and after its passage.

APPROVED: CASEY GWINN, City Attorney

By   
Lori W. Girard  
Deputy City Attorney

LWG:cdk  
09/28/00  
Or.Dept:Pk.&Rec.  
Aud.Cert:N/A  
O-2001-66

Passed and adopted by the Council of The City of San Diego on July 17, 2000 by the following vote:

YEAS: PETER, WEAR, ATKINS, STEVENS, MAIENSCHIN, STALLINGS, MADAEFFER;  
NAYS: NONE. NOT PRESENT: NONE. VACANT: DISTRICT 8

AUTHENTICATED BY:

DICK MURPHY  
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR  
City Clerk of The City of San Diego, California

(Seal)

By: Ramone Lewis, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-18918 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on January 9, 2001 and on January 22, 2001.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR  
City Clerk of The City of San Diego, California

(Seal)

By: Ramone Lewis, Deputy