



BRUCE RUDD
City Manager

May 12, 2016

Michael E. Hanson, Superintendent
FRESNO UNIFIED SCHOOL DISTRICT
2309 Tulare Street
Fresno, California 93721

Re: City of Fresno Weekend Community Open Space Program at Fresno Unified Campuses

Dear Mike:

Thank you for working with the City to provide recreational opportunities benefitting residents of the City of Fresno at Fresno Unified School District sites. The City's Weekend Community Open Space Program will provide structured recreational programming at seven District elementary and middle school sites, as well as seven District high school sites, on weekends and holidays from 9:00 a.m. to 6:00 p.m., as may be adjusted seasonally. City Parks, After-school, Recreation and Community Service personnel will provide programming at all fourteen District sites.

City and District have negotiated a joint use agreement for use of the elementary and middle school sites, which will come before the School Board and City Council in the near future. The City currently has access to District high school sites pursuant to the Agreement between City of Fresno and Fresno Unified School District Relating to the Joint Use of District High School Athletic Facilities, entered June 10, 2008. All capitalized terms herein shall refer to the terms as defined in the 2008 Agreement. While the 2008 Agreement shall remain in full force and effect, City agrees to the following supplemental terms for City Use of the high school sites in support of its Weekend Community Open Space Program:

- City agrees to coordinate scheduling with District, utilizing the normal Civic Center process, not to exceed twelve months in advance of anticipated use. City shall pay a one-time fee of \$20,104 for implementation of software to support scheduling activities for all District sites involved in City's Weekend Community Open Space Program.

- City Use shall be subordinate to use by community groups under contract with the District for use of District facilities. To the extent a portion of a site may be available for City's Use, the City shall have access to that portion of the site. If City determines a site is no longer able to be used for City Use due to conflicting contracted community use, City and District shall mutually agree on a substitute site in close proximity that may be used for the duration of the conflicting community use. District shall reimburse City for the cost incurred as a result of City's relocation of its programming, including but not limited to cost to relocate portable restrooms and storage, and advertising the relocation of City Use.
- City agrees it will not use the turf area inside the tracks, and will prohibit use of the turf area by the general public. City will not use the stadiums at McLane and Sunnyside as part of its Weekend Community Open Space Program.
- City use will not include gymnasiums, pools, or varsity baseball and softball fields.
- City shall provide Parks, After-school, Recreation and Community Service personnel at each site, during all hours of City use, to supervise and monitor use of the site. City shall be responsible for unlocking and locking all gates at each site, for the hours specified for City use.
- City shall enforce the existing prohibitions for use of District sites and/including the following restrictions for use of the sites: (i) No dogs; (ii) no barbecues; (iii) no inflatables/bounce houses; (iv) no bicycles/skateboards; (v) proper use of tracks. District shall provide signage alerting the public to prohibited uses. City and District agree additional prohibited uses may be identified by District from time to time and communicated in writing to City, and thereafter shall be enforced by City. Any exception to these rules must be approved in advance by District.
- City will be primarily responsible for litter and debris clean-up at each site at the end of a City Use day. In the event District deems supplemental custodial necessary, City shall reimburse District at a rate of \$42/hour.
- City will provide two portable restrooms at each site, securely locked to the fence at a location acceptable to District. City shall arrange for portable restrooms to be serviced each Monday after City Use, or on the next business day if Monday is a holiday. City shall hold District harmless for any damage, theft, vandalism or loss to portable restrooms utilized by City under this agreement during the period of City use of District facilities. City and District shall equally share in costs resulting from damage and/or replacement during non-City use periods.

- City shall have access to school based storage facility space where available and upon agreement with Site Principals, or the ability to utilize school grounds to put a portable storage unit on premises, approved by District, in a designated area, agreed upon by both parties. City shall hold District harmless for any damage, theft, vandalism or loss to storage units utilized by City under this agreement during the period of City Use of District facilities. City and District shall equally share in costs resulting from damage and/or replacement during non-City Use periods.
- If District determines there is a need for additional security at any of the Sites, District shall notify City of the need for such service, and give City an opportunity to provide a workable solution. If City cannot resolve the problem to District's satisfaction, then City shall reimburse District for contracted security patrol services to the Sites at a rate of up to \$180 per day per guard for a maximum of four guards to serve all sites, to the extent such patrol services do not align with existing patrol service hours currently provided by District.
- City shall be responsible for the cost of garbage disposal for City Use days, at a rate of \$180 per site per month.
- District shall invoice City monthly for charges owing pursuant to this letter agreement, and City shall pay invoices within forty-five days.
- City and District may administratively agree to extended hours, facilities, or days of use for special events. Prior to the event, District shall provide City an estimate of the costs District will incur as a result of the extended hours, facilities, or days of use. Such costs may include but are not limited to the cost of operating the lights at a facility. After the event, District shall invoice City for the actual costs incurred by District.
- City shall reimburse District's cost to repair damage to the Facilities caused solely by City's Use of the Facilities pursuant to the terms of the 2008 Agreement, section 2.h.
- City shall survey each Site at the beginning and end of each City Use day. Any damage or vandalism caused during City Use Hours shall be reported to District and shall be the responsibility of City to reimburse District's cost to repair. Any damage discovered by City that occurred outside City Use hours shall be reported to District, and shall be the responsibility of District to repair.

The City's Weekend Community Open Space Program is a pilot program, and as such, the City commits to regular communication with District to assess how the program is functioning for both City and District, including adjustment to the City's reimbursement commitment to the District if necessary. The terms of this letter agreement are intended to run one year from the date of its full execution. At the end of the term, upon mutual agreement of the parties and approval of the School Board, this letter agreement may be extended by preparing an addendum hereto. City is authorized to administratively extend this letter agreement from year to year so long as sufficient appropriations are in place to fund the Weekend Community Open Space Program. Both City and District shall prepare and present an annual report to their governing bodies that addresses the activities that have occurred,

Ltr to M. Hanson re City Weekend Community Open Space Program at District Campuses

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plans for the future, and any concerns that need to be addressed. Either party may terminate this letter agreement upon sixty days' notice to the other. Thank you for your continued cooperation in making available increased recreational opportunities to the citizens of Fresno.

Sincerely,

BRUCE RUDD
City Manager

FRESNO UNIFIED SCHOOL DISTRICT

_____ Date _____

Ruth F. Quinto
Deputy Superintendent/CFO