



BRUCE RUDD
City Manager

April 19, 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, including use of District's scheduling software. 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 current contract with the District for use of District facilities. To the extent a portion of a site may be available for the City's Use, the City shall have access to that portion of the site.
- 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 shall enforce the following restrictions for use of the sites: (i) No dogs; (ii) no barbecues; (iii) no inflatables/bounce houses. 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.
- 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.
- Pursuant to the terms of the 2008 Agreement, section 2.h., City shall repair, at its sole cost, damage to the Facilities caused solely by City's use of the Facilities. In addition, annually prior to each July 31, City and District shall consult with one another regarding any significant maintenance/rehabilitation that may need to be made to the Facilities and the unreimbursed impact that the City's use has contributed to such maintenance/rehabilitation requirements. Such consultations shall include good faith negotiations concerning possible City contributions towards maintenance/rehabilitation expenses for any track surfaces and adjacent fields utilized by the City and possible modifications to the use of those Facilities by the City. In no event shall the City's contributions under this section exceed the lesser of (i) the prorata maintenance/rehabilitation expense caused by the City's usage, or (ii) 50% of the total maintenance/rehabilitation cost.

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, and may be administratively extended thereafter for additional one-year terms upon agreement of the parties. 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