

9/14/2021

SV22-0219-99

DUPLICATE

**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

RR-313767-1
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SAN DIEGO, CALIFORNIA

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-ed 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 Ordinance No. ^{Resolution} 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: [Signature]
Name: Kristina Peralta
Title: Deputy Chief Operating Officer

Date: 9 Dec 2021

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

By: [Signature]
Title: Deputy City Attorney

Date: February 1, 2022

SAN DIEGO UNIFIED SCHOOL DISTRICT

a public school district of the State of California

By: [Signature]
Gene Fuller
Title: Director, Real Estate

Date: September 20, 2021

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
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: [Signature]
Martha Stultz

Martha Stultz, Board Action Officer, Board of Education

RESOLUTION NUMBER R- 313767

DATE 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-313767-1 (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-313767-2

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