

RESOLUTION NO. 2018-120

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
APPROVING THE AGREEMENT WITH COTATI-ROHNERT PARK UNIFIED
SCHOOL DISTRICT FOR JOINT USE OF CERTAIN PUBLIC FACILITIES OWNED
BY CITY OF ROHNERT PARK AND COTATI ROHNERT PARK UNIFIED SCHOOL
DISTRICT**

WHEREAS, the City of Rohnert Park (City) has a desire to use facilities and fields owned by Cotati-Rohnert Park Unified School District (School District); and

WHEREAS, the School District as a desire to use facilities and fields owned by the City; and

WHEREAS, both the City and the School District have a desire to provide services and programs that serve the community; and

WHEREAS, The City of Rohnert Park (City) and Rancho-Cotati Unified School District (School District) have a desire to continue sharing facilities, through the Joint Use Agreement, for the provision of public services; and

WHEREAS, The Joint Use Agreement expired on June 30, 2011.

NOW, THEREFORE, BE IT RESOVLED:


Section 1. Resolution Number 2008-162 is hereby superseded.

Section 2. The Joint Use Agreement Exhibit A, is hereby approved.

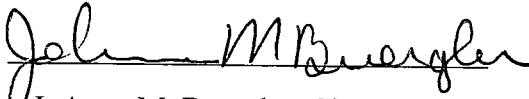
Section 3. The resolution shall become effective immediately upon its passage and adoption.

DULY AND REGULARY ADOPTED this 11th day of September, 2018.

CITY OF ROHNERT PARK


Pam Stafford, Mayor

ATTEST:


JoAnne M. Buergler, City Clerk

Attachment: Exhibit A

AHANOTU: AYE BELFORTE: AYE MACKENZIE: Absent CALLINAN: AYE STAFFORD: AYE

AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

**AGREEMENT BETWEEN CITY OF ROHNERT PARK
AND COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT
FOR JOINT USE OF CERTAIN PUBLIC FACILITIES
OWNED BY CITY OF ROHNERT PARK AND
COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

This agreement ("Agreement"), by and between the City of Rohnert Park, a general law city and a municipal corporation ("City"), and Cotati-Rohnert Park Unified School District ("District") for joint use of certain public facilities owned by City and District, is entered into and effective this ____ day of _____, 2018 ("Effective Date"), as follows:

GENERAL RECITALS

A. City owns certain public property and public facilities which District could use at times when City is not using the property or facilities. Likewise, District owns certain public property and public facilities which City could use at times when District is not using the property or facilities.

B. The purpose of the Agreement is to provide for the use of City-owned or managed public facilities by District and for the use of District-owned or managed public facilities by City.

C. The District has adopted a Civic Center Act Policy (Board Policy and Administration Regulation 1330.1) ("Civic Center Act Policy") which governs the use of school facilities and grounds pursuant to the Civic Center Act, California Education Code Sections 38130 et seq. Any inconsistency between this Agreement and the Civic Center Act Policy shall be governed by the Civic Center Act Policy.

D. It is also a purpose of this Agreement to allocate responsibility for the safety and protection of children and others while the facilities are being used by the non-owner user and to allocate risk or liability to the user of the facilities or public property.

AGREEMENT

In consideration of the foregoing and the further covenants and conditions herein contained, City and District do hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. City Facilities. City owns the facilities described on the attached Exhibit "A," incorporated by reference herein ("City Facility" or "City Facilities").
3. District Facilities. District owns the facilities described on the attached Exhibit "B," incorporated by reference herein ("District Facility" or "District Facilities").
4. District Use of City Facilities. District may use the City Facilities in accordance with this Paragraph 4.

(a) *No Fee Use.* The District may use the following City Facilities for the following purposes at no cost to the District:

(i) Callinan Sports & Fitness Center Gymnasium.

(1) Rancho Cotate High School may use the Callinan Sports & Fitness Center for practices during basketball season until the "TAG" building at Rancho Cotate High School is complete and ready for use. Each year during the term of this Agreement, Rancho Cotate High School must submit a proposed use schedule for the upcoming basketball season by or before September 15th. The City shall review and approve the schedule or propose modifications within 10 days of receipt. After the use schedule has been approved by the City, any additional use by Rancho Cotate High School beyond the use set forth in the established schedule must first be authorized and approved by the City subject to availability of the Callinan Sports & Fitness Center.

(ii) Tennis Courts at Magnolia Park. Rancho Cotate High School and Technology High School may use the tennis courts at Magnolia Park for all practices and tennis matches during the fall and spring tennis season. Each year during the term of this Agreement, Rancho Cotate High School and Technology High School must submit a proposed use schedule for the upcoming tennis season at least 30 days prior to the start of the tennis season. The City shall review and approve the schedule or propose modifications within 10 days of receipt. After the use schedule has been approved by the City, any additional use by Rancho Cotate High School and Technology High School beyond the use set forth in the established schedule must first be authorized and approved by the City subject to availability of the tennis courts at Magnolia Park.

(b) *Pool Use.* Rancho Cotate High School and Technology High School may use the City pools for swim team practices during swim season. The District shall pay the City a flat rate of \$4,000 per year for the following use: 1.5 hours per day, 5 days a week for a maximum of 14 weeks per year to include a maximum of 10 swim meets. Each year during the term of this Agreement, Rancho Cotate High School and Technology High School must submit a proposed use schedule for the upcoming swim season at least 30 days prior to the start of the swim season. The City shall review and approve the schedule or propose modifications within 10 days of receipt. After the use schedule has been approved by the City, any additional use by Rancho Cotate High School and Technology High School beyond the use set forth in the established schedule must be authorized and approved by the City subject to availability of the City pool in question.

(c) *Direct Cost Use.* The District may use the other City Facilities not explicitly governed by Paragraphs 4(a) and (b) for one-time District events during non-peak rental times. The District shall pay the City a fee equal to the direct cost of the District's use of the City Facility, including, but not limited to, costs associated with City employee time necessitated by the District's use, janitorial cleaning, insurance, etc. To schedule the use of a City Facility in accordance with this Paragraph 4(c), the District shall follow the same use request and application process required for third parties seeking to use the same City Facility. The City reserves the right to deny the District's request to use a City Facility during peak days and hours.

(d) *New City Facilities.* If the District wishes to use a new City facility or facility that is not included on Exhibit A, the District shall follow same use request and application process required for third parties seeking to use the same facility and the District shall pay the City the full fee for such use.

(e) *Emergency/Urgent Use of Facilities.* In the event that the District is unexpectedly unable to use its own facilities for a school-sponsored activity due to an extended power outage, natural disaster or other extenuating circumstance, the City may allow the District temporary use of a like-type of facility at no cost at the discretion of the Community Services Manager at the site being requested by the District.

5. City Use of District Facilities. The City may use District Facilities in accordance with this Paragraph 5. The use of District facilities is subject to availability and District programs have priority.

(a) *No Fee Use.* The City may use the following District Facilities at no cost to the City during regular after-school hours, Monday through Friday from 3:30p to 5:30p. This usage requires the City to be responsible for cleaning and ensuring the conditions of the facility are returned to their normal state.

(i) Lawrence E. Jones Middle School Gym. The City may use the Lawrence E. Jones Middle School Gym at no cost for youth sports leagues, basketball camps, and other City sponsored programs.

(ii) Evergreen Elementary School Soccer Field. The City may use the lighted soccer field at Evergreen Elementary at no cost for youth flag football, soccer, and other programs sponsored by the City. The City will ensure no use of this field occurs within 24 hours of the last rainfall or if the District determines the field is too wet for recreational play.

(iii) Parking Lots Adjacent to City Parks. The City may use the parking lots at the following schools at no cost: Technology Middle School; Monte Vista Elementary; Evergreen Elementary; John Reed Elementary; Richard Crane Elementary; and Marguerite Hahn Elementary.

(iv) Parking Lot at University Elementary at La Fiesta. The City agrees to strongly encourage users of Ladybug Recreation Building to use alternative parking during school hours and during school events. The City will install signage informing users of the restrictions.

(v) Parking Lot at Technology Middle School. The City agrees to strongly encourage users of Burton Avenue Recreation Center to use alternative parking during school hours and during school events. The City will install signage informing users of the restrictions. Additionally, the City will actively ensure that when Burton Avenue Recreation Center is used for food bank donations or other such activities parking will be at the parking lot serving Benicia Pool and Park. Furthermore, any lines formed for receipt of goods or services will be formed on the side of the building facing Benicia Pool.

(vi) Classrooms. The City may use dedicated P.E. classrooms, presentation halls, multi-use rooms, and libraries where available at the following schools at no cost for after-school youth enrichment programs: Lawrence E. Jones Middle School; Monte Vista Elementary; Marguerite Hahn Elementary; Evergreen Elementary; and Technology Middle School. These rooms, or other rooms, at the above sites may be used subject to the approval of the School Principal.

(vii) To schedule the use of a District Facility in accordance with Paragraphs 5(a)(i), 5(a)(ii) and 5(a)(iv), the City shall follow the same use request and application process required for third parties seeking to use the same District Facility.

(b) *Direct Cost Use.* The City may use the other District Facilities not explicitly governed by Paragraph 5(a) for one-time City events during non-peak rental times. The City shall pay the District a modified fee equal to the direct cost of the City's use of the District Facility, including, but not limited to, costs associated with District employee time necessitated by the City's use, janitorial cleaning, insurance, etc. To schedule the use of a District Facility in accordance with this Paragraph 5(b), the City shall follow the same use request and application process required for third parties seeking to use the same District Facility.

(i) Lawrence E. Jones Middle School Gym. Outside of basketball and volleyball season, which lasts from approximately August through February, subject to availability, the City may use the Lawrence E. Jones Middle School Gym for adult sports leagues, basketball camps, and other City sponsored programs.

(ii) Evergreen Elementary School Soccer Field. Subject to availability, the City may use the lighted soccer field at Evergreen Elementary for adult flag football, soccer, and other adult programs sponsored by the City. The City will ensure no use of this field occurs within 24 hours of the last rainfall or if the District determines the field is too wet for recreational play.

(c) *New District Facilities.* If the City wishes to use a new District facility or facility that is not included on Exhibit B, the City shall follow the same use request and application process required for third parties seeking to use the same facility and the City shall pay the District the full fee for such use.

(d) *Emergency/Urgent Use of Facilities.* In the event that the City is unexpectedly unable to use its own facilities for a recreation program due to an extended power outage, natural disaster or other extenuating circumstance, the District may allow the City temporary use of a like-type of facility at no cost at the discretion of the School Principal at the site being requested by the City.

(e) City use of District Facilities shall at all times comply with the District's Civic Center Act Policy, including, but not limited to, restrictions on time of use, prohibited uses, and supervision requirements. City use of District Facilities pursuant to this Agreement shall be subject and subordinated to any agreement between District and Sonoma State University, or another third party regarding use of particular District Facilities. District will provide City with copies of any such agreement(s) upon request.

6. Additional Fees. Any additional fees incurred deemed extraordinary by the City or District in relation to the other's use of any facility shall be billed directly to the responsible party.

7. Payment. Any time payment is required under this agreement for the use of a City or District Facility, the City or District shall invoice the user in the same manner and method used by the facility owner for third party users. Payment shall be due 30 days after the user receives the invoice.

8. Coordination of Facility Use. City and District agree that any use of each other's facilities under this Agreement shall not interfere with the owning party's operations and uses of their facilities. Pursuant to Education Code Section 10910, City use of District Facilities shall not interfere with any other purpose of the public school system. Both the City and District agree that neither will cancel the other party's scheduled use less than ten (10) working days prior to the scheduled use. Notwithstanding the foregoing, either party may, without prior notice, immediately cancel use of particular facilities if it deems, in its sole discretion, that immediate cancellation is necessary under the circumstances. In the event of such cancellation, the canceling party will make a reasonable effort to notify the other party of such cancellation as soon as practicable. In cases that such cancellation cannot be avoided, the canceling party shall make reasonable efforts to provide an alternative area or facility.

9. Janitorial and Custodian Services. City shall be responsible for providing customary janitorial and custodian services for City Facilities and District shall be responsible for providing customary janitorial and custodian services for District Facilities. District and City agree to provide general clean-up services (i.e. gathering of trash and empty bottles) and shall put the furniture away after each use of the other party's facilities. It is the responsibility of the party using the facility to return the facility or grounds to a condition as close to its original conditional as is reasonably practical. Each party shall promptly communicate information regarding clean-up problems to the other party's designated contact for such information.

10. Condition of Facilities. Each party shall be responsible for maintaining its facilities in a safe and appropriate condition.

11. Prohibited Uses. Any activity prohibited by state or federal law or local ordinance is prohibited on City and District property. The possession, consumption, or sale of alcoholic beverages, tobacco, or any restricted substances on District property is strictly prohibited. At all times when the facilities are used by City or District, the facilities shall be under the supervision and control of the party using it and its agents and employees, and shall be administered and operated in accordance with all rules and regulations established by City and District, including, but not limited to the District's Civic Center Act Policy.

12. Supervision. At all times when City uses District Facilities, City shall ensure that there is adequate adult supervision over the conduct of all of its activities at District Facilities, which, at a minimum, must comply with the supervision requirements set forth in the District's Civic Center Act Policy. At all times when District uses City Facilities, District shall ensure that there is adequate adult supervision over the conduct of all of its activities at City Facilities.

13. Communication. The City shall provide to the School District a comprehensive and up to date contact list detailing whom the District should contact as pertains to each use outlined in this agreement. The District shall provide to the City a comprehensive and up to date to contact list detailing whom the City should contact as it pertains to each use outlined in this agreement. Both entities shall provide an updated list annually by the first Friday after Labor Day. The District shall also provide an updated contact list for non-school dates and hours.

14. Indemnity. City shall indemnify, defend and hold harmless District, its officers, agents, and employees, against any and all claims, causes of action, suits, or judgments, including expenses incurred therewith for death or injury to person, or loss of or damage to property resulting from negligent acts of City, its officers, agents, employees, or invitees in the performance of this Agreement, excluding any and all claims, causes of action, suits, or judgments, including expenses, resulting from the sole negligence of the District or from pre-existing condition of the District's property. In the event of any such claims made or suits filed, District shall give City prompt written notice thereof, and City shall have the right to defend or settle the same to the extent of its interest hereunder.

District shall indemnify, defend, and hold harmless City, its officers, agents, and employees, against any and all claims, causes of action, suits, or judgments, including expenses incurred therewith for death or injury to persons, or loss of or damage to property resulting from negligent acts of District, its officers, agents, or employees, in the performance of this Agreement excluding any and all claims, causes of action, suits, or judgments, including expenses, resulting from the sole negligence of the City or from pre-existing condition of the City's property. In the event of any such claims made or suits filed, City shall give District prompt written notice thereof, and District shall have the right to defend or settle the same to the extent of its interest hereunder.

15. Insurance. At all times during the term of this Agreement each party shall maintain insurance coverage as follows:

(a) Liability Insurance: Comprehensive general liability insurance with the following minimum limits:

\$1,000,000 per occurrence
\$2,000,000 annual aggregate
\$4,000,000 umbrella coverage

Each party shall name the other party and that party's officers, officials, employees and agents, while acting in that capacity, as additional insureds. The umbrella policies must be at least as broad as the parties' liability coverage. The City's insurance shall be primary as to liability arising from its use of District Facilities, and the District's insurance shall be primary as to liability arising from its use of City Facilities. Each party shall provide the other with written proof of such coverage upon execution of this Agreement, and shall further provide the other party with thirty (30) days' written notice of a material change to or cancellation of such coverage. Each party may self-insure for the required coverage.

(b) Each party shall maintain Workers' Compensation Insurance for its employees as required by State law.

16. Master Agreement. This Agreement shall serve as the master agreement covering the rights and responsibilities of City and District regarding use of the public facilities identified herein.

17. Term. This Agreement shall begin on the Effective Date and shall expire five (5) years later, unless sooner terminated as set forth herein. The parties agree to meet no later than thirty (30) days prior to expiration of the Agreement to discuss the renewal of this Agreement and the joint use of public facilities. Duly authorized District or City administrators may, pursuant to mutual consent memorialized in writing, alter the facilities list (Exhibits A and B) pursuant to Section 19, below.

18. Successors and Assigns. This Agreement shall bind the successors and assigns of the parties hereto.

19. Modifications. The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the City of Rohnert Park City Manager and the Cotati-Rohnert Park Unified School District Superintendent or designee.

20. Assignment. Neither party shall have the right or power, without the other party's written consent, to assign its rights or delegate its duties pursuant to their Agreement. Each party shall not make any use of the public facilities which is not in keeping with the purposes of this Agreement. This provision shall not apply to either party's right to permit community groups and organizations the right to use the public facilities.

21. Previous Agreements. This Agreement supersedes and replaces all previous agreements by and between City and District as they may pertain to use of the subject facilities.

22. Notification. Any notices sent to City and District pursuant to this Agreement, shall be addressed as follows:

For the City:

City Manager
Rohnert Park City Hall
130 Avram
Rohnert Park, California 94928
(707) 588-2226

For the District:

Superintendent
Cotati-Rohnert Park Unified School District
7165 Burton Ave
Rohnert Park, California 94928
(707) 792-4722

23. Termination. This Agreement may be terminated by either party by giving the other party to the Agreement thirty (30) days' advance written notice of such intent to terminate.


Date: City of Rohnert Park,
a Municipal Corporation

By: _____
Mayor

Authorized by Resolution No. _____

Approved as to Form: _____
City Attorney

Date: Cotati-Rohnert Park Unified School District

By:  _____
Chief Business Official

School Board Ratification Date. 8/21/2018

EXHIBIT "A"
CITY FACILITIES

CALLINAN SPORTS & FITNESS CENTER
HONEYBEE POOL
BENICIA POOL
MAGNOLIA POOL
BURTON AVENUE RECREATION CENTER
COMMUNITY CENTER
GOLDRIDGE RECREATION BUILDING
BENICIA PARK
COLEGIO VISTA PARK
EAGLE PARK
GOLIS PARK
LADYBUG PARK
MAGNOLIA PARK
SUNRISE PARK

EXHIBIT "B"

DISTRICT FACILITIES

Note: Only those facilities described in the agreement are available for City use, not the entire school site.

RANCHO COTATE HIGH SCHOOL (with the exception of Cougar Stadium)

TECHNOLOGY HIGH SCHOOL (beginning in 2019)

MARGUERITE HAHN ELEMENTARY SCHOOL

EVERGREEN ELEMENTARY SCHOOL

MONTE VISTA ELEMENTARY SCHOOL

JOHN REED ELEMENTARY SCHOOL

RICHARD CRANE ELEMENTARY SCHOOL

UNIVERSITY ELEMENTARY SCHOOL

TECHNOLOGY MIDDLE SCHOOL/MOUNTAIN SHADOWS EDUCATION CENTER

LAWRENCE E. JONES MIDDLE SCHOOL