



# CITY OF LODI

# COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Agreement for Reciprocal Use of Public Facilities (Joint Use Agreement) between the City of Lodi and the Lodi Unified School District.

**MEETING DATE:** June 7, 2000

**SUBMITTED BY:** Deputy City Manager

**RECOMMENDED ACTION:** That Council approve the attached Reciprocal Use of Public Facilities Agreement (Joint Use Agreement) between the City of Lodi and the Lodi Unified School District (LUSD).

**BACKGROUND INFORMATION:** The City of Lodi and the Lodi Unified School District (LUSD) have fields and facilities which are utilized by both entities. The usage of such facilities is formalized through the Joint Use Agreement, which is periodically revised to reflect changing needs and conditions. The attached Joint Use Agreement has been subjected to a series of revisions, which have been reviewed in great detail with the City/LUSD appointed 2X2 Committee, the Parks and Recreation Commission and various users of the facilities. The Parks and Recreation Commission did not approve the proposed Agreement based on the issue of penalties for bumping and cancellations of scheduled activities. The LUSD Board of Education recently approved the Attached Joint Use Agreement during their May 16, 2000 Board meeting.

The attached proposed Joint Use Agreement reflects two changes as requested and approved by the LUSD Board:

- 1) The two high school pools may be closed at District discretion following the schools' last scheduled use. The District will make every effort to close the pools for winter maintenance on a rotating basis.
- 2) The term of the Agreement shall be 10 years with an annual review by the City Council and the Board of Education.

In addition, the document notes "Exhibit A" which references a fee schedule. It is recommended that the reference to the Exhibit be deleted and that the initial fee schedule be established administratively by mutual agreement of both agencies. Any proposed adjustments will be reviewed and confirmed annually by both parties. The fee schedules will be presented to the 2X2 Committee.

Staff will present the highlights of the Joint Use Agreement to Council during the June 7, 2000 Council meeting.

APPROVED: \_\_\_\_\_

*Janet S. Keeter for DF*  
H. Dixon Flynn -- City Manager



# CITY OF LODI

## COUNCIL COMMUNICATION

**FUNDING:** Not Applicable

Respectfully,

Janet S. Keeter  
Deputy City Manager

Attachment

cc: Mary Joan Starr  
L.U.S.D. Assistant Superintendent, Facilities and Planning  
Parks and Recreation Commission

APPROVED: \_\_\_\_\_

H. Dixon Flynn -- City Manager

**AGREEMENT FOR RECIPROCAL USE OF PUBLIC FACILITIES**

**LODI UNIFIED SCHOOL DISTRICT AND CITY OF LODI**

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THIS AGREEMENT ("Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF LODI ("City"), and LODI UNIFIED SCHOOL DISTRICT OF SAN JOAQUIN COUNTY ("District").

**WITNESSETH:**

WHEREAS, District and City have a mutual interest in the provision of adequate and attractive public facilities for education and recreation for the residents of Lodi and its environs; and

WHEREAS, both District and City have certain physical facilities, including pools, parks, stadiums, gymnasiums, indoor meeting rooms, play areas, and athletic fields which may be beneficially used by the other in a comprehensive program of serving the community; and

WHEREAS, District and City have in the past, executed a series of agreements for the mutual benefit and use of facilities and services; and

WHEREAS, District and City desire to consolidate and incorporate into a Master Agreement, provisions of joint use of facilities.

NOW, THEREFORE, BE IT AGREED between District and City as follows:

**I. PREVIOUS AGREEMENTS SUPERSEDED**

Those agreements between District and City, identified below in this section are superseded in their entirety.

1. Agreement for Reciprocal Use of Recreational Facilities, executed April 19, 1969.
2. Agreement for Reciprocal Use of Lodi Grape Bowl, effective September 1, 1988.
3. Agreement for Mowing Services at District Athletic Fields, effective October 15, 1984.
4. Agreement for Reciprocal Use of Tokay High School Pool, dated December 21, 1977.
5. Agreement for Reciprocal Use and Maintenance of Public Facilities, City of Lodi and Lodi Unified School District, dated July 1, 1990.
6. All other written agreements not noted herein between District and City for reciprocal use of facilities are declared void except those pertaining to specific individual facilities.

## II. FACILITIES INCLUDED IN THIS AGREEMENT

- A. Unless otherwise specified, this Agreement covers the following City facilities:

Zupo Field; Kofu Park; Softball Complex, Chapman Field; Blakely Park; Lodi Grape Bowl; Blakely Field/Enze Swim Complex; Lodi Lake Park

- B. Unless otherwise specified, this Agreement covers the following District facilities:

Tokay High School Pool; Lodi High School Pool; all school athletic fields and school indoor facilities within the City of Lodi area and surrounding rural areas (Woodbridge, Lockeford, Houston, Clements, Victor, Henderson, and Tokay Colony).

- C. Facilities not covered by this Agreement:

1. District-owned facilities not specifically covered by this agreement may be scheduled for use under the use of facilities provisions of District policy, and must be requested through the site using the District's "Request for Use of Facilities" form. Provisions of this Agreement do not extend to those facilities.
2. City-owned facilities, not specifically covered by this agreement, are subject to use pursuant to the applicable provisions of City Ordinance, and/or policy, and the terms of the "Application for Use of City of Lodi Parks and Recreation Facilities." Provisions of this Agreement do not extend to those facilities.

## III. SCHEDULING

- A. Scheduling Authorization

1. All scheduling for facilities under the provisions of this agreement, must be done by, and with the approval of, the authorized entity.
  - a. The authorized entities for the City of Lodi are the Parks and Recreation Department and the Office of the City Manager.
  - b. The authorized entity for school-related activities and school sites (except for field use) is the school principal, vice-principal, or applicable assistant superintendent. The

authorized entity for all other sites is that site's administrator or the applicable assistant superintendent. The authorized entity for all use of school fields is the Maintenance and Operations Department.

c. Requests for use of facilities at schools on a Modified Traditional Calendar must be submitted in sufficient time before scheduled breaks to allow for processing.\_

2. All request for facilities are to be submitted on the appropriate form(s) and must be signed by the designated representative of the authorized entity.

B. Advance Scheduling

1. Events which require advance scheduling, such as meets or tournaments, may be scheduled up to one (1) year in advance.

2. Requests for advance reservations by the City or District will be confirmed or denied by the authorizing entity within 15 working days of submittal.

a. All denials must include the reason(s) for denial.

b. If disagreements over proposed fees or charges, or use provisions, are not resolved within the 15 day period, the use shall be deemed denied, unless the period is extended by mutual consent.

C. Regular Scheduling

1. Swimming Pools (Blakely/Enze, Tokay High, Lodi High)

a. District and City representatives shall meet in January of each year to coordinate and confirm the year's schedule of uses, the appropriate reservation forms, the designated contact persons, location/procedure for filing the reservation forms, and to establish procedures for notifying users of emergency closure(s).

b. District pools are available when they are not being used for District purposes.

- i) The Tokay High Pool and Lodi High Pool ~~may~~ will be closed for ~~maintenance~~ [5/16/00] at District discretion following the schools' last scheduled use (usually in November). The District will make every effort to close the pools for winter maintenance on a rotating basis.
    - ii) Ninety days (90) prior to the anticipated closure, the City of Lodi Parks and Recreation Department will be notified to allow for coordination with the City's aquatics program. Except for extraordinary circumstances, the District shall close only one pool at a time.
  - c. City pools are not available for scheduled District use during June, July and August, except for single events upon request, as approved by the Parks and Recreation Department.
  - d. City or District pools will be closed immediately by authorized staff if there is any health or safety concern, or if the water quality falls below acceptable minimum standards as defined by San Joaquin Public Health Services, and/or any regulating state agency, and shall remain closed until use is authorized.
  - e. In the event of a closure of a District or City pool, designated staff of both entities will be notified of the closure immediately. Every attempt shall be made to accommodate alternative scheduling of events, or a rescheduling of canceled events.
2. Lodi Grape Bowl
- a. District shall have preferential use of the Lodi Grape Bowl for football games and graduation events, except when preempted by the Lodi Grape Festival and National Wine Show (generally in mid-September of each year).
    - i) District shall provide to City the schedule of football games and related events no later than May 1 preceding the season for which the schedule applies.

- ii) The schedule for graduation events shall be provided not later than four months preceding the graduation (generally February 1 for events occurring the last week of May/first week of June).
  - b. The Grape Bowl is otherwise available for District events when it is not being used for City purposes, or other events approved and pre-scheduled by the City.
  - c. Except for events scheduled in-advance per paragraph B. of this section, the City shall confirm or deny District requests for use of the Grape Bowl within fifteen (15) working days of the receipt of the request.
  - d. All requests for use are to be submitted by the school principal, or authorized designee, on the forms, and in the manner proscribed by the City.
3. Athletic Fields, Complexes, Indoor Facilities
- a. All fields, both City and District, that are to be used for seasonal play, must be scheduled 60 days prior to the start of the season, using the appropriate forms of each jurisdiction.
  - b. All requests are to be confirmed or denied within 15 working days of the submittal of the request.
  - c. All requests for District fields shall be submitted to the designated District representative in the Maintenance and Operations Department. The Department shall coordinate such use requests with the subject school sites.
  - d. City fields shall be reserved and scheduled for use by City-sponsored teams and groups prior to reservation of District fields.
  - e. District fields shall be reserved and scheduled for District events prior to reservation of City fields.
  - f. All other school or District facilities to be used by the City shall be scheduled directly with the site administrator, using the appropriate facilities use form.

- g. All other City facilities to be used by the District shall be scheduled directly with the appropriate site administrator, using the appropriate facilities use form.
  - h. All athletic fields (both City and District) are subject to closure when the fields are wet to the extent that team use could result in significant damage.
    - i) This is to be determined by the City's designated representative for City fields, and the District's designated Maintenance and Operations representative for District fields.
    - ii) Rain call procedures for fields are to be mutually agreed-upon at the start of each season, or when the use agreement is approved if it is for singular events.
  - i. In the event that an extraordinary circumstance necessitates the closure of a City or District field, complex, or indoor facility, the using agency's representative shall be notified as soon as possible. It is that person's responsibility to notify all other affected parties.
    - i) Whenever possible, disrupted events shall be relocated to other facilities in-lieu of cancellation.
    - ii) Every attempt shall be made to accommodate a rescheduling of canceled activities.
4. If disagreements over proposed fees or charges, or use provisions, are not resolved within the designated period for approval or denial of the request for use, the use shall be deemed denied unless the time period is extended by mutual consent.

#### IV. OPERATIONS

- A. If operational staff are required by the owner as a condition of using any facility the assigned personnel shall be readily available at all times they are on-duty, to provide operational, maintenance and emergency assistance to the users.
- B. Food and Beverage Concessions

1. User and/or associated organizations, may operate food and/or beverage concessions during scheduled events under the following criteria.
  - a. If food and beverages are permitted in the facility.
  - b. When there are no other proprietary or exclusionary agreements for concessions at the facility.
2. If food concessions are to be a part of the event, it should be so noted on the use of facilities form and must be approved by owner.
3. During such events, user and/or associated organizations, shall have an exclusive right to the operation of the concession stands and the proceeds of sale.
4. User may assign the right to operation of the concession stand(s) only as agreed-to by the owner of the facility.
5. Exclusive Product Contracts
  - a. If a facility is covered under an exclusive product contract, the user shall abide by the provisions of the contract.
  - b. It is the responsibility of the using agency to obtain a copy of any pertinent contract provisions from the owner. Signature on the facility use agreement shall constitute understanding and acceptance of the provisions.
  - c. It is the responsibility of the using agency to inform all affiliated users of the contract provisions and to monitor compliance.
6. All concessions stands or areas used for concession, are to be completely vacated at the conclusion of the event, and are to be left in a clean and usable condition.
7. All concessions must meet Department of Health Services standards and requirements.
8. Concessions may remain for the duration of the event unless other arrangements are agreed-upon at the time that the use agreement is approved; however, they are the sole responsibility of the user.

- C. Pools (Blakely/Enze, Tokay High and Lodi High)
1. The areas around all pools are to be kept clean by users.
  2. Pool covers are to be used. They are to be placed as directed by operational personnel.
- D. Grape Bowl
1. City agrees to staff the Lodi Grape Bowl with appropriate maintenance/standby personnel to coordinate and operate the facility when it is being used by District.
  2. District shall furnish all security and event personnel as required by the City.
  3. A District administrator and/or a school athletic director, shall be present during school or District events.
  4. All personnel requirements, including applicable costs, fees, or charges, are to be included on the appropriate use form. at the time the application for use is approved.
  5. During District's use of the Grape Bowl, District or associated student organizations may operate food concessions during any games or events scheduled by District.
    - a. During such events, District shall have an exclusive right to the operation of the concession stands and the sale of food, beverages, etc. during all games or performances scheduled by District.
    - b. District shall be entitled to retain all proceeds from the operation of said concessions.
    - c. District may assign the right to operation of the concession stands only as agreed-to by the City.
- E. Athletic Fields, Complexes, and Indoor Facilities
1. Owners will staff the facility with the appropriate maintenance/standby personnel to coordinate and operate the facility, with all costs to be born by the user pursuant to the provisions of the facility use agreement and the applicable fee schedule. Exhibit A of this agreement.

2. User shall furnish all security and event personnel as required by the owner.
  3. All personnel requirements, including applicable costs, fees, or charges, are to be included on the appropriate use form at the time the application for use is approved.
- F. Users will monitor facilities during use, and maintain all facilities in a safe and clean condition.

#### V. FEES AND CHARGES

- A. Charges for facility use are intended to reflect actual costs for use of the facility, above and beyond the cost for operation and maintenance that would otherwise be incurred by the owner.
- B. The initial schedule of charges pertinent to this agreement are to be established ~~prior to execution of the agreement, and are to be attached to the executed agreement as Exhibit A.~~ by mutual agreement of both agencies.
1. All potential fees, charges, or costs ~~schedules~~ are to be included in the schedule. ~~Exhibit A.~~
  2. At the time a facility is scheduled, the user is to be advised of all applicable and potential fees or costs.
    - a. These are to be noted on the use agreement form.
    - b. All cost notations on the use form(s) are to be initialed by the user's authorized representative.
    - c. Disagreement with proposed charge-items must be resolved between the agencies prior to final approval of the use agreement. Final authority for charge-items rests with the owner.
  3. The District's fees to be included in the schedule ~~Exhibit A~~ will be established by the District pursuant to statute and applicable Board policy.

4. The City's fees to be included in the schedule Exhibit A will be established by the City pursuant to statute and applicable City ordinances and/or policies.
  5. Facility use charges ~~to be reflected in Exhibit A~~, may be adjusted annually by either, or both, agencies, based on actual and/or projected costs.
  6. Adjustments to facility use charges shall be effective at the beginning of each fiscal year (July 1).
    - a. City and District representatives shall confer by January of each year regarding proposed adjustments for the forthcoming fiscal year.
    - b. All adjustments shall be confirmed by both parties in writing by February 1. If this does not occur, the fee schedule for the previous year shall remain in effect.
- C. All services or requirements beyond the scope of this agreement, are to be assessed and billed pursuant to the provisions of District and/or City policy and/or ordinance. To the maximum extent possible, these shall be mutually agreed-upon prior to the costs being incurred.
- D. Damage to Facilities
1. When damage to a facility or field does occur, the owner will notify the user agency immediately.
  2. Representatives of both agencies, and insurance agency representatives if appropriate, will evaluate and review the damages, preferably together, to assess necessary mitigation, appropriate cost, scheduled repair, and final work product.
  3. The user agency will be responsible for costs incurred to repair the damaged property.
- E. Billing and Payment
1. Prior to the start of each fiscal year, representatives from both agencies shall establish an "in-kind" match of funds. No dollars shall be exchanged until such time as the match has been exceeded by either agency, at which time the amount exceeded shall be

billed and paid based on the charge-items on the approved use agreement, and at the rates in effect at that time.

2. Each agency will exchange reports on a quarterly basis, or as agreed-upon by the finance agents of both agencies, which detail facility usage including dates of use, names of users, facilities used, and fees associated with the usage. The reports, to be done by the 15th of the month following the end of the quarter, will include total fees for the year-to-date.

#### **VI. AMENDMENT TO AGREEMENT**

- A. This agreement may be amended at any time by agreement of both parties.
- B. This agreement shall be amended if it is determined that there is an ongoing use of one or more facilities not covered by this agreement, or there are use or fee provisions which can best be addressed through mutual agreement.

#### **VII. HOLD HARMLESS**

- A. The user of the facility hereunder agrees to save, defend and hold harmless the owner of any facility for any and all damages arising from such reciprocal use by District or City, except for those damages or portion of damages directly attributable to the owner's negligence.
- B. Each party hereto is charged with the duty to inspect for apparent defects prior to the use of any facilities demised hereunder, and to provide appropriate notification to the owner.
- C. During any use of any facility demised hereunder, the user shall be liable to the owner for any damage to such property caused by the user, or third parties present at the invitation or suffrage of the party using the property.
- D. Documentation of insurance coverage of user shall be provided as required by each agency.
- E. The prevailing party in any dispute arising under this agreement shall be entitled to reasonable attorney's fees incurred in the litigation or adjudication of such disputes.

VII. TERMS OF AGREEMENT

- A. The term of this agreement shall be for a period of 10 years, ending June 30, 2009, with a ~~biannual~~ annual [5/16/00] review by the City Council and the Board of Education.
- B. All fees, charges, or other specifics requiring periodic review and/or modification, are to be considered within the herein described timeframes.
- C. This agreement may be canceled at any time by either party, by giving to the other party six (6) months written notice, or by mutual consent. In the event of cancellation, all approved use of facilities shall continue uninterrupted to the end of the term approved on the facilities use agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI,  
a municipal corporation

LODI UNIFIED SCHOOL DISTRICT  
OF SAN JOAQUIN COUNTY

By \_\_\_\_\_  
H. DIXON FLYNN  
City Manager

By \_\_\_\_\_  
MARILYN DOMINGO  
Assistant Superintendent, Business

Attest:

Attest:

\_\_\_\_\_  
JACQUELINE TAYLOR  
Interim City Clerk

\_\_\_\_\_  
DR. NORMAN G. MOWERY  
Clerk of the Board of Education

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
RANDALL HAYS  
City Attorney

\_\_\_\_\_  
ROBERT H. THURBON  
Counsel to the District

RESOLUTION NO. 2000-96

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE  
RECIPROCAL USE AGREEMENT FOR USE OF PUBLIC  
FACILITIES BETWEEN THE CITY OF LODI AND LODI UNIFIED  
SCHOOL DISTRICT (LUSD)

=====

WHEREAS, the City of Lodi and Lodi Unified School District have fields and facilities which are utilized by both entities; and

WHEREAS, the usage of such facilities is formalized through the Reciprocal Use Agreement, also known as the Joint Use Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lodi hereby authorizes the City Manager to execute a Reciprocal Use Agreement between the City of Lodi and Lodi Unified School District; and

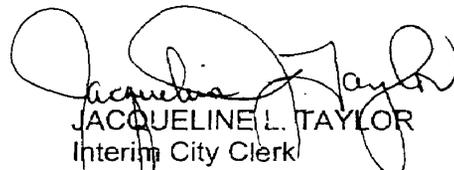
BE IT FURTHER RESOLVED, that the term of this Agreement shall be for a period of ten (10) years, expiring June 2010, with an annual review by the City Council and the Board of Education.

Dated: June 7, 2000

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I hereby certify that Resolution No. 2000-96 was passed and adopted by the Lodi City Council in a regular meeting held June 7, 2000 by the following vote:

- AYES: COUNCIL MEMBERS – Hitchcock, Land, Nakanishi, Pennino  
and Mann (Mayor)
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None

  
JACQUELINE L. TAYLOR  
Interim City Clerk