

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SAN DIEGO AND
SAN DIEGO UNIFIED SCHOOL DISTRICT
FOR
DEVELOPMENT AND MAINTENANCE OF
JOINT USE FACILITIES**

INTRODUCTION

On September 28, 1948, the City of San Diego (“City”) and San Diego Unified School District (“District”) entered into an agreement to improve and maximize the shared use of public facilities and resources to meet the recreational and physical education needs of the communities both public agencies serve.

As the region’s population grows, especially in the densely populated urban core communities, the public demand for joint use development is expected to increase. Consequently, this trend requires greater collaboration between the City and District.

To date, the City and District have entered into 75 joint use Agreements involving 65 sites which affect a multitude of school and park sites. These Agreements pertain to City/District recreational programs, lighted and unlighted multi-purpose turf fields, parking lots, swimming pools, tennis courts, gymnasiums, etc.

Approximately eighty percent (80%) of the existing Agreements relate to turf fields. These and other Agreements have accommodated the need to provide recreational space within the region by establishing designated school sites for use as park space including multi-purpose courts, parking lots, and turf multi-purpose athletic fields.

The purpose of this “City-District Memorandum of Understanding on Joint Use Development and Maintenance” (“MOU”) is to provide the foundation upon which future Agreements and renewal of existing Agreements will be based. However, site-specific joint use agreements shall take precedence over this MOU in the event of inconsistency.

I. JOINT USE DEVELOPMENT CRITERIA

Development of Agreements shall be guided by the established regional and site-specific criteria used for parks and/or school fields. When criteria for both City and District are met, properties eligible for joint use shall be considered. Provided below are the definitions for each criterion:

A. City Criteria.

1. Community and Neighborhood Parks Criteria: The Recreation Element of the City’s General Plan articulates the guidelines and standards for population-based parks and recreation facilities as follows:

Type	Definition
Community Park	To serve a resident population within a 1.5 mile radius, park should include 20 acres for every 18,000-25,000 residents, or 13 acres if adjacent to a middle or junior high school.*
Neighborhood Park	To serve a resident population within a .5 mile radius, park should include 10 acres for every 3,500-5,000 residents, or five acres if adjacent to an elementary school.*

* In older, developed urban areas of the city, where recreation space is difficult to acquire, a higher level of service could be provided in a combination of land, equipment and staffing to compensate for deficiencies in park acreage. If acreage is reduced, then facility investment and leadership could be correspondingly increased.

2. Regional Criteria: In areas of the city where parkland is deficient under the City's General Plan standards, joint use facilities will satisfy the City's requirement for recreational programs typically provided at neighborhood parks (e.g., baseball, softball, soccer, basketball and playground). Due to the high cost to acquire and develop parkland, the main criteria for determining whether a school site should be considered for joint use is:

- a. Parkland deficiency and radius of service area; and
- b. Available financial resources for capital, operational and maintenance costs.

3. Site-Specific Criteria: When the City has determined, based on Regional Criteria, that a site is acceptable for joint use, the City will then evaluate whether the City's Park & Recreation Department can feasibly program recreational sports at the site, or other appropriate recreational uses. This evaluation must be based on the following:

- a. Funding: Appropriate funds are identified for capital improvements, operation and maintenance, based on community priorities;
- b. Distance: The site should be within one half (1/2) mile radius of the residents to be served;
- c. Size: The site should be a minimum of two (2) acres to provide for athletic field(s) comprised of turf and skinned infields where multi-purpose sports activities can take place;

December 31, 2002

d. Excessive Use: The number of students per acre should not exceed California State Department of Education Guidelines as identified in the table below in order to determine maintenance feasibility. In communities deficient in parkland, joint use facilities of less than two (2) acres or sites with student populations that exceed the State standards, are acceptable. To mitigate for excessive usage, a higher level of maintenance would be provided;

Schools	Number of Students	Minimum Acreage (including JU)	Purpose
Elementary	700-1,000	10	Play, recreation
Middle	900-1,500	20	Play, recreation
Sr. High	1,600-2,000	40	Athletics, recreation

- e. Community Input: The recognized recreation council, or appropriate community planning committee, having jurisdiction over a proposed joint use site shall solicit community input as to the proposed site selection and uses for new sites, as well as sites being considered for renewal and modifications to sites that impact its intended use. The community planning committee will be notified whenever a joint use project is to be considered by the recreation council so that they may give input; and
- f. Restrooms: Availability and utilization of existing school restrooms should be considered at each proposed joint use site. New school sites should be designed so that restrooms accommodate community use.

B. District Criteria.

The District will continue to investigate joint use opportunities with the City of San Diego on all new and existing school sites to maximize the combination of resources for the benefit of the City, District and community.

II. EQUITY OF CONTRIBUTION

- A. **General Factors.** To ensure that the City and District equitably contribute to the development, and maintenance of joint use facilities, several factors must be considered during the negotiation phase. For each Agreement, equity of contribution will be determined by evaluating the following:

1. Property ownership;
2. Value of property (including cost associated with acquisition and relocation or litigation, if applicable);
3. Design and development costs;
4. Annual maintenance costs;
5. Duration of Agreement; and
6. Sources of Funding.

B. Third Party Contributions. The City and District recognize and fully appreciate the vital financial contributions provided by third parties to the establishment of Agreements that enhance the usability of school and park sites for joint use. For the purpose of this Policy, third party contributions will be applied towards the financial contribution of whichever entity is taking the lead responsibility for implementation of the joint use project.

C. Disruption of Use. If either party should place portable buildings, structures, equipment, or apparatus upon the joint use area which deprives the other party of uses specified in the site-specific agreement, then that party shall be reimbursed for that portion of the twenty-five (25) year term in which they do not have use of the joint use area. The reimbursement shall be based upon a straight-line depreciation calculated within thirty days of the impact to the site. Nothing in this MOU shall give either party the right to unilaterally convert property subject to a joint use agreement to its own use, or limit its available remedies for breach of a joint use agreement.

III. FINANCIAL CONTRIBUTION

A. Agreements for New Locations. When Agreements are negotiated for new joint use locations, the total financial contribution of each party will be calculated based on the following assigned values:

1. Land Contributions. The value of land contribution will be fifty percent (50%) of its appraised value. The land value may be applied toward the Master Ledger when doing so is in compliance with the specific terms of the Master Agreement dated October 8, 2002 and any amendments thereto, and is practical and beneficial to balance the account, as mutually agreed by the parties on a case-by-case basis.
2. Total Project Costs. The actual project costs will be the total design, construction and non-construction costs; and
3. Maintenance and Operations. Annual maintenance and operations costs will be established at the time the Agreement is negotiated, and will be reevaluated bi-annually throughout the term of the Agreement. Labor costs will be

December 31, 2002

calculated in accordance with the Consumer Price Index for the San Diego Area, as published by the Bureau of Labor Statistics. If the land value is placed on the Master Ledger, then contributions shall be calculated based on the remaining criteria described in this Section.

- B. Expiring Agreements.** For the purpose of renegotiating an expiring Agreement, the financial contribution of each party shall be determined by one of two methodologies depending upon when the Agreement was entered into.

For original Agreements entered into prior to 1996, the financial contributions of the City and District shall be calculated based on the type and amount of contribution provided by each party during the term of the prior Agreement using the following assigned values:

1. Land Contributions: Each acre of land will be assigned a value of five hundred thousand dollars (\$500,000). The land value may be applied toward the Master Ledger when doing so is in compliance with the specific terms of the Master Agreement dated October 8, 2002 and any amendments thereto, and is practical and beneficial to balance the account, as mutually agreed by the parties on a case-by-case basis.
2. Design and Construction: Design and construction costs will be assigned a value of two hundred thousand dollars (\$200,000) per acre; and
3. Maintenance and Operations: Maintenance costs will be assigned a value of eight thousand dollars (\$8,000) per acre per year.

For original expiring Agreements entered into from 1996 or later, the financial contributions of the City and District shall be calculated based on the type and amount of contribution provided by each party during the term of the Agreement using the assigned values shown in Section III.A, above. If the land value is determined to be placed on the Master Ledger, then contributions shall be calculated based on the remaining criteria described in Section III.A, above. In the event an expiring agreement is not renewed, the parties agree to dissolve the cost sharing agreement for that site.

- C. Valuation of Land Contribution.** For the purposes of this MOU, the appraised value of land shall be determined pursuant to the following procedure.

1. As part of the negotiation of the site-specific joint use agreement, City and District shall document in writing the need to value land for the proposed joint use agreement by letter signed by the City Manager or designee and the District Superintendent or designee [the Commencement Notice] identifying the subject property [the Asset] and agreeing to advise the other Party in writing of such

December 31, 2002

Party's opinion as to the value of the Asset [for each, the Proposed Value] within ninety (90) days of the date of the Commencement Notice. The Proposed Value shall be the value of the Asset determined at its Highest and Best Private Use, which shall mean that reasonably probable and legal private use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value. Uses that are not considered "highest and best uses" are: interim use, special use, non-conforming use, speculative use and excess land. The term "private" is used to denote typical private sector uses, such as residential, commercial, industrial, etc. versus public sector special uses such as parks, schools, open space, fire stations, libraries, etc.

2. If the Parties' respective Proposed Values for an Asset are within twenty percent (20%) or less (as a percentage of the larger Proposed Value), the definitive value [Agreed-Upon Value] of such Asset for purposes of this MOU shall be the average of District's Proposed Value and City's Proposed Value. If the Parties' respective Proposed Values for any given Asset are more than twenty percent (20%) apart (as a percentage of the larger Proposed Value), the Parties shall negotiate in good faith to agree upon an Agreed-Upon Value for such Asset.

3. If the Parties are unable to agree on the value of any Asset within thirty (30) days after the Parties have exchanged Proposed Values, City and District shall each appoint a qualified professional independent real estate appraiser having not less than five (5) years experience appraising real estate in the greater San Diego area, who in turn, within twenty (20) days after their appointment, will select a third qualified professional independent appraiser complying with the standards set forth in this section. The third appraiser will, within forty-five (45) days of his or her appointment, opine in writing a value which shall be the Agreed-Upon Value, which shall be conclusive and binding on the Parties. Within ten (10) days after the appointment of the third appraiser, both Parties shall have the right to provide to such appraiser copies of such Party's own appraisal and such other information concerning the Asset as the Parties shall deem necessary or appropriate.

4. Each Party shall pay the cost of its own selected appraiser and both Parties will share equally in the cost of the third mutually-selected appraiser. These costs may be applied toward the project development costs for the purpose of determining financial contributions of each Party.

5. City and District agree to accept and be bound by the value determined by the third appraiser selected or appointed to complete the assignment.

IV. CALCULATION OF MAINTENANCE RESPONSIBILITY

December 31, 2002

- A. General.** General maintenance shall be performed during standard workday hours, without generating the need for staff overtime. The agreed upon time of maintenance shall be sensitive to the community's scheduled recreation programs, the school's instructional and athletic programs, and the availability of maintenance staff. Major renovations shall be scheduled to occur at times of the year when the impact can be shared equally by both parties. If either party disagrees with the level of maintenance being provided to the joint use area during the term of an agreement, the parties agree to meet and confer to resolve the disagreement. Disputes of any other nature shall be addressed at the standing monthly City/District meeting held to discuss and resolve joint use issues.

Joint use turf fields which are less than two acres in size and turf fields on high school sites shall receive a higher level of maintenance consisting of tasks, such as more frequent mowing, aeration, topdressing, fertilization and renovation, etc., as mutually agreed upon by the parties. Site specific agreements shall specify the actual type and frequency of the maintenance to be conducted. Where practical and financially feasible, artificial turf shall be considered for use in place of natural turf.

Site-specific agreements shall address the measures to be taken if fields are damaged by either party.

- B. Expiring Agreements.** If, at the expiration of the existing Agreement, the City and District made equal financial contributions under that Agreement, then each party will equally contribute to the annual maintenance costs required under the renewed Agreement. If, however, at the expiration of the existing Agreement, the financial contribution of either party was greater, then the party who contributed the lesser amount will be solely responsible for the payment of all maintenance costs under the renewed Agreement. That party will be solely responsible for the payments until the cost differential has been eliminated. If financial parity is reached prior to the expiration of an existing agreement, that agreement shall be immediately amended to reflect a 50/50 shared maintenance.

At the time of renewal of an expiring Agreement, maintenance, labor and utility costs will be established. Such costs will be recalculated at two-year intervals throughout the term of the renewed Agreement. Labor costs will be calculated in accordance with the Consumer Price Index for the San Diego Area, as published by the Bureau of Labor Statistics.

- C. Expansion of Existing Agreements.** The assigned values described in Section III.A will also be used when existing joint use facilities are expanded or otherwise altered within existing City or District property. Expansion of facilities typically

includes the acquisition of additional land or improvements. The additional land or improvements will be evaluated using the valuation described in Section III.A.

- D. Portable Classrooms.** If portable classrooms are placed on District-owned, existing joint use sites, financial contributions will be recalculated within 30 days based on whichever methodology, described in Sections III.A and III.B, was originally used to determine the financial contributions of each party.
- E. High Schools.** On high school sites, or joint use sites used by high schools, financial contributions will be calculated based on hours of use by each party. For example, if community use of the site is one quarter of the total available time school is not in session, then the City's maintenance responsibility shall be adjusted accordingly. Maintenance requirements for turfed fields at these sites shall receive a higher level of maintenance to mitigate for excessive use, as described in Section IV.A.
- F. Multi-Track/Year Round Schools.** If a school site converts to or from a multi-track, year-round schedule, the financial contributions of the City and District will be recalculated based on a formula mutually agreed upon by both parties.
- G. Gymnasiums.** The City and District will pay their pro rata share of maintenance and custodial services based upon their respective percentage of use in relation to the total hours available.
- H. Security.** Implementation of security measures, such as fencing, to separate the joint use area from the remainder of school facilities shall be considered based upon community and school district input.

V. REFERENCES

The following City and District documents apply to Agreements negotiated pursuant to this Policy:

- A. City of San Diego**
 - 1. City Council Policy 700-35, City Development of School Sites for Park Purposes
 - 2. Progress Guide and General Plan, Recreation Element
 - 3. Municipal Code Section 102.0406, Acquisition and Development of Park and Recreation Facilities
 - 4. City Council Policy 700-13, Capital Improvements Program for Park and Recreation Facilities
 - 5. Administrative Regulation 1.60, Capital Improvements Programming

December 31, 2002

B. San Diego Unified School District

1. Policy E-2350 - Joint Use
2. Joint Use Handbook
3. Procedure No. 9300 (Acceptance of Gifts)
4. Procedure No. 9302 (Acceptance of Donated Services)
5. Procedure No. 9225 (Recreation Agreement Between City of San Diego and School District)
6. Procedure No. 9226 (Use of School Sites)
7. Procedure No. 9229 (Use of Turfed Fields)

Signed:

Terrance L. Smith
Chief of Staff
San Diego Unified School District

Michael Uberuaga
City Manager
City of San Diego

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December 31, 2002