

**BOARD OF EDUCATION SPECIAL BOARD MEETING
GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CA 95322
MONDAY, AUGUST 7, 2017
6:00 P.M.**

I. CALL TO ORDER – 6:00 p.m.

A. Public Comment

The public may comment on any closed session agenda item.

B. Roll Call

Mrs. Crickett Brinkman, President
Mrs. Loretta Rose, Clerk
Mr. Kevin Cordeiro, Board Member
Mrs. Pat Rocha, Board Member
Trustee Area #5 - Vacant

II. CLOSED SESSION – 6:00 p.m.

A. Public Employee Appointment – Interim/Acting Superintendent

B. Personnel – Public Employee Resignation, Discipline, Dismissal, Release, Employment

C. Conference with Labor Negotiator – GRTA (Govt. Code 54954.5 (f) pursuant to Govt. Code 54957.6)

D. Conference with Legal Counsel/Consultant (Govt. Code 54956.9)

1. Borrelli Property

III. RECONVENE TO OPEN SESSION – MEETING WILL BE RECORDED - 7:30 p.m.

A. Pledge of Allegiance

B. Report from Closed Session

C. Revision/Adoption/Ordering of Agenda

D. Disability-Related Modifications

Request for any disability-related modification or accommodation, including auxiliary aids or services in order to participate in the public meeting, may be made by contacting the Gustine Unified School District Office at (209) 854-3784 at least four (4) days prior to the scheduled meeting. Agendas and other writings may also be requested in alternative formats, as outlined in Section 12132 of the Americans With Disabilities Act.

IV. REPORTS AND PRESENTATIONS

A. None

V. CONSENT AGENDA

Items under Consent are considered as a group. Only one motion is necessary to approve these items. Consent items are of a routine nature and for which the Superintendent recommends approval. In accordance with the law, the public has a right to comment on any agenda item. At the request of any member of the Board, any item of the Consent Agenda shall be removed and given individual consideration for action as a regular action item on the agenda.

A. Personnel

1. Kothenbeutel, Charlie – Hire ASB Advisor, GMS
2. Crook, Joseph – Hire English Teacher, GHS
3. Hope, Ashlee – Hire Health Teacher, GHS
4. Agostinelli, Teresa – Hire Math Teacher, GHS
5. Azevedo, Frank – Girls' Varsity Basketball Coach, GHS
6. Luna, Hugo – Resignation, Accounts Payable/Business Specialist, GUSD
7. Luna, Hugo – Hire Business Manager, GUSD
8. Borba, Kathleen – Hire 6-7 Grade Volleyball Coach, GMS
9. Taylor, Kim – Hire 8 Grade Co-Ed Soccer Coach, GMS
10. Flores, Selence – Hire Asst. Volleyball Coach (Volunteer) GMS
11. Flores, Estrella – Hire 8 Grade Volleyball Coach, GMS
12. Mendoza, Rosa – Hire Accounts Payable/Business Specialist, GUSD
13. Zamora, Lucy – Hire Read 180 Teacher, GMS

B. Minutes

1. None

C. Yearly Renewals and Contracts

1. Consulting Contract with Curtis D. Pollock (Renewal - Measure P Consultant)

D. Donations

1. None

VI. INFORMATION

A. GPD GUSD Support Letter 2017

B. GUSD & City Gustine Joint Use of Recreational Facilities (Revised)

VII. COMMUNICATION FROM THE PUBLIC

Members of the public may bring before the Board matters that are not listed on the agenda. The Board may refer such a matter to the Superintendent or designee or take it under advisement, but shall not take action at that time. Comments will be accepted during this time concerning any action item on the agenda. The Board will consider all comments prior to taking action on the item as listed on the agenda in the Action Item section. (Gov. Sec. 54954.3) Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item (BP 9323).

VIII. ADVANCED PLANNING

- A. Regular Board Meeting, August 9, 2017 @ 6:00 p.m.
- B. Board Measure P Sub Committee Mtg with Board (no date scheduled yet)

VIII. ADJOURN TO CLOSED SESSION (If needed)

X. RECONVENE TO OPEN SESSION

XI. REPORT FROM CLOSED SESSION

XII. ADJOURNMENT

CONSENT AGENDA

YEARLY CONTRACT RENEWALS

CONSULTING CONTRACT

This is an agreement between the **GUSTINE UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **CURTIS D. POLLOCK**, hereinafter referred to as "Consultant," entered into as of September 1, 2017.

RECITALS

WHEREAS, the Client needs assistance regarding the support of a financial accounting system, associated fiscal monitoring, fiscal oversight, and report development; and

WHEREAS, Consultant, is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client in supporting a financial accounting system, associated fiscal monitoring, fiscal oversight, and report development.

Services to be provided include:

- Monitoring individual project budget spreadsheets detailing the various revenue sources funding the project and the individual expenditure codes for use by the CBO.
 - Oversee final financial close out of all projects including any meetings and correspondence with the Office of Public School Construction
 - Additional related services to be provided as agreed upon by the consultant and the CBO. If additional related services exceed base agreement, additional compensation will be agreed upon prior to the start of the additional services.
2. The Client agrees to pay the Consultant a rate of \$100 per hour and \$50 per hour for travel time not to exceed \$13,500, plus expenses, upon receipt of billing from Consultant. "Expenses" are defined as actual cost of lodging and mileage based on the current IRS allowable rate.

3. This Agreement shall be for the period commencing September 1, 2017 and ending August 31, 2018. The contract can be renewed annually by mutual agreement of both parties. It may be terminated at any time prior to August 31, 2018, by either party on thirty (30) days written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.
4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____

Bill Morones, Superintendent
Gustine Unified School District

DATE: _____

BY: _____

Curtis D. Pollock
President

DATE: _____

INFORMATION ITEMS



Gustine Unified School District

1500 Meredith Avenue
Gustine, California 95322
Telephone (209) 854-3784
FAX (209) 854-9164

Bill Morones
Superintendent

Board of Education
Trustee Area #5-Vacant
Crickett Brinkman
Kevin Cordeiro
Pat Rocha
Loretta Rose

"Preparing students for the future . . . today"

July 26, 2017

The Honorable Russell Washington
Director of the Office of Community Oriented Policing Services
U.S. Department of Justice
145 N Street NE
Washington, DC 20530

Dear Director Washington:

I am writing this letter to pledge our continued partnership with the Gustine Police Department and am in full support of its request for funding to hire an additional police officer.

Our District implemented the School Resource Officer program in 2012, and although successful, budget restrictions threatened its continuation. Your Agency stepped in and saved a program that since has evolved into an essential part of our school district and community.

The requested officer will not be a full-time SRO but will advance community policing as well as assist efforts in our schools. In the times of today, the relationships between the community and its protectors is now as important as ever.

Our officers routinely engage our elementary, middle and high schools with informative programming around bullying, drugs, alcohol and safety. Police have led students in a food drive and presented a bicycle safety rodeo, complete with bicycles as prizes! Citizens too, join students in an annual safe Halloween celebration at the police department and a holiday movie party attended by 2,500 in a town of only 5,600!

Our entire school community is involved with police department, which seeks to improve relationships between youth and police as well as homeland security with funding. The Police Department continually leads annual drills and conducts safety evaluations. But there still room to improve, especially with increased use and better understanding of social media.

Our students will benefit from an additional police officer who will focus on youth engagement and community collaborations, allowing our advances in community policing to continue and grown.

We support the Gustine Police Department's request for funding to hire an additional police officer and ask for your support.

Sincerely,

Crickett Brinkman
GUSD Board President

JOINT USE OF RECREATION FACILITIES

AGREEMENT BETWEEN THE CITY OF GUSTINE (CITY) AND THE GUSTINE UNIFIED SCHOOL DISTRICT (DISTRICT) FOR THE JOINT USE OF DISTRICT AND CITY FACILITIES FOR CITY AND SCHOOL USE

This Agreement is entered into by and between the City of Gustine ("City"), and the Gustine Unified School District ("District"). The City and District are sometimes individually referred to as a "party" and collectively as "parties."

Recitals

WHEREAS, the Community Recreation Act (California Education Code sections 10900 through 10914.5) authorizes school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the California Civic Center Law (California Education Code sections 38130-38138) establishes a civic center at every school for use by citizens for a variety of purposes, including recreation; and

WHEREAS, the District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, the City is the owner of real property in the City, including facilities and active use areas that are capable of being used by the District for school recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, California Education Code section 10905 authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and to enhance the recreational opportunities afforded to the community; and

NOW, THEREFORE, the District and the City agree to cooperate with each other as follows:

1. Term

This Agreement will begin on September 1, 2017 and will continue for a period of one year, and then shall be automatically renewed on a yearly basis unless sooner terminated as provided for hereinafter in Section 19.

2. Effective Date

This Agreement shall be effective upon September 1, 2017 and upon inspection of affected property as described hereinafter in Section 3 by District and City officials.

3. Cooperative Agreement

As provided herein, the District and the City hereby agree to cooperate in coordinating programs and activities conducted on all of their respective properties and in all of their respective facilities listed on Exhibit A ("District Property") and Exhibit B ("City Property"). The District and the City shall have the right to add or exclude properties during the term of this Agreement, provide that any such change shall be in writing and approved by both the District and the City. Reference to District Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are located. As used in this Agreement, "Owner" shall mean the party to this Agreement that owns a particular property and/or facility covered by this Agreement, and "User" shall mean the other party using the Owner's property and/or facility under the terms of this Agreement. "Public Access Hours" shall mean the hours during which the City or third parties use District Property.

4. Permitted Uses

a. District Property

i District Use

The District shall be entitled to the exclusive use of District Property for public school and school-related educational and recreational activities, including summer school, and at such other times as District Property is being used by the District or its agents.

At all other times and subject to the schedule developed by the City and District, District will permit City to use District Property, without charge, for City educational and recreational activities and/or programs.

ii City Use

At all other times and subject to the schedule developed by the City and the District, the City will be entitled to use District Property, without charge, for community recreational and educational purposes for the benefit of District students, the District, and the City at large. The City's obligations under this Agreement shall not apply to non-City-organized third parties using District Property. The City shall enforce all District rules, regulations, and policies provided by the District while supervising community recreational activities on District Property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

iii Third Party Use

The City and the District agree that no "Third Party" will benefit from this Agreement except for school related awards banquets approved by both the City and the District.

b. City Property

- i The City shall be entitled to priority use of City Property for the regular conduct of park, recreation, and community service activities and/or programs sponsored by the City.

At all other times and subject to the schedule developed by the City and District, City will permit District and any non-profits and other organizations whose mission is primarily to support District athletics or other extracurricular groups or clubs to use City Property, without charge, for District educational and recreational activities and/or programs. Non-profits and organizations eligible for use of City Property under this subsection shall be determined by City with input from the District. District shall be responsible for ensuring such non-profits and organizations comply with all terms and conditions of this agreement.

ii District Use

At all other times and subject to the schedule developed by the City and the District, the District will be entitled to use City Property, without charge, for community recreational and educational purposes for the benefit of District students, the District, and the City at large. The District's obligations under this Agreement shall not apply to non-District-organized third parties using City Property. The District shall enforce all City rules, regulations, and policies provided by the City while supervising community recreational activities on City Property. In planning programs and scheduling activities on park grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

iii Gustine Community Pool

During the normal school year, while is in session, the City is not responsible for providing lifeguards at the pool for any event. However, if the District decides to use the pool, the District must provide to the City a list of current qualified and certified lifeguards the District would be using for that event. The documents would be required 30 days in advance of the event.

5. Compliance with Law

- a. All use of District and City Property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement shall not be

construed to be a breach or default of this Agreement.

6. Communication

a. Designation of Employees

The District and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

b. Joint Use Interagency Team

The District and the City shall establish a Joint Use Interagency Team ("Interagency Team"), composed of staff representatives of the District and the City, to develop the schedule for use of District and City Property, to recommend rules and regulations for the District and City to adopt to implement this Agreement, to monitor and evaluate the joint use project and Agreement, and to confer to discuss interim problems during the term of the Agreement.

- i The Interagency Team shall hold conference calls or meetings monthly to review the performance of the joint use project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to the City Manager and the School Superintendent, or their designees, for resolution.
- ii The Interagency Team shall review the Agreement by May 1st each year to evaluate the joint use project, determine changes to the schedule, and to propose amendments to this Agreement, if necessary.

7. Scheduling Use of Property

a. Master Schedule

The District and City shall develop a master schedule for joint use of District and City Property to allocate property use to the District and City. At regular Interagency Team these meetings or conference calls, the District and City will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming year's schedule. District and City understand and agree that City Property and District Property shall only be available for use by the other party when it is available for such. However, once the User has scheduled use of the property from the Owner, Owner shall not use the property or allow any third party to use the property during such scheduled time.

b. Scheduling of City Property

The City shall have the responsibility for scheduling the use of City Property when the City and the District are not using the City Property.

c. Scheduling of District Property

The District shall be responsible for scheduling third party use of District Property using the priorities established in section 4(a) (iii). The use of District Property shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District's policy, attached hereto as Exhibit C and incorporated herein by reference, as it may be amended from time to time, or as otherwise provided by this Agreement.

8. Documentation and Allocation of Operational Costs

a. Tracking Use of Facilities

The District and the City shall each track use of their respective properties under this Agreement.

b. Documentation of Costs

The District and the City shall maintain records of costs associated with the Agreement. Each party shall provide to the other party an accounting on an annual basis of all costs associated with the Agreement.

c. Payment of Overtime

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement.

9. Fees and Charges

a. Fees

The City or District may charge rental fees to third-party users of District Property organized by City or District to cover any administrative and maintenance costs which the District or the City may incur. Any fees and charges shall be assessed according to state law.

b. Documentation of Fees

The District and the City shall maintain records of fees collected under this Agreement. Each party shall provide to the other party an accounting on an annual basis of all fees collected under this Agreement.

c. Annual Review of Benefits

The District and City shall annually review the exchange of benefits based upon hours of use, costs, fees and charges, or capital investments. Any compensation for an imbalance in joint use programming costs shall occur through a meet and confer process between City and District.

10. Improvements

- a. The District shall obtain prior written consent of the City to make any alterations, additions, or improvements to City Property; the City shall obtain prior written consent of the District to make any alterations, additions, or improvements to District Property.
- b. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.
- c. Each party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the District's need to use the District Property for educational purposes or the City's need to use City Property for municipal purposes.

11. Interagency Training

The District and the City shall operate a joint training and orientation program for key personnel implementing this Agreement. The District and the City shall be responsible for ensuring their employees attend the training.

12. Supervision, Security, and Inspections

a. Supervision and Enforcement

Each User shall train and provide an adequate number of competent personnel to supervise all activities on the Owner's Property. The User shall enforce all of the Owner's rules, regulations, and policies while supervising activities or programs on the Owner's Property.

b. Security

The Owner shall provide the User with access to the Owner's Property. The Owner will provide keys, security cards, and training as needed to the User's employee(s) responsible for opening and locking the Owner's Property while supervising activities or programs.

c. Inspection and Notification

The User shall inspect the Owner's Property after use to ensure that these sites are returned in the condition they were received. The User shall ensure that the Owner is

notified within 24 hours in the event that Owner's Property suffers damage during User's use. Such notification shall consist of sending written notification by letter, facsimile, or email to the Owner's designated employee identifying the damaged property, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement.

13. Supplies

The User shall furnish and supply all expendable materials necessary to carry out its programs while using the Owner's Property.

14. Maintenance, Custodial Services, and Toilet Facilities

a. Maintenance

The User agrees to exercise due care in the use of the Owner's Property. The User shall during the time of its use keep the Owner's Property in neat order.

The Owners shall be responsible for the regular maintenance, repair, and upkeep of their respective Properties.

The District shall perform normal maintenance of all indoor property, playground and blacktop or other facility properties at basic level of service subject to normal wear and tear. The District shall notify the City of any known change in condition of these Properties. The District shall be responsible for all ball field preparation before games. District shall be responsible for all additional maintenance that they deem necessary. Prior approval by the City Manager or his/her designee is required.

The City shall provide regular maintenance of playing fields at Schmidt Park, including the irrigation and drainage systems and turf around the field perimeter and fences. Such regular maintenance shall consist of mowing, edging and spraying of Schmidt Park.

The City shall be responsible for the regular maintenance, repair, and upkeep of City Property.

b. Custodial

The Owner shall make its trash receptacles available during the User's use of Owner's Property. The User shall encourage community users to dispose of trash in the trash receptacles during Public Access Hours.

c. Toilet Facilities

The City shall place temporary, portable, restroom facilities at the District's Outdoor Properties at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

If toilet facilities are available on District Property they shall be made available to the event.

15. Parking

During Public Access Hours, the District shall make available for public parking the parking facilities listed in Attachment A and B to this Agreement.

16. Restitution and Repair

The User shall make restitution for the repair of damage to the Owner's Property during User's use of Owner's Property.

a. Inspection and Notification

The User shall, through its designated employee, inspect and notify the Owner, of any damage, as described above in subsection 12(c).

b. Repairs

Except as mutually agreed, the User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under section 16(d) of this Agreement that the User is responsible for the damage, then the User agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon.

c. Reimbursement Procedure

The Owner shall send an invoice to the User's designated employee within seven (7) days of completion of repairs or replacement of damaged Property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The User shall reimburse the Owner within thirty (30) days from receipt of such invoice.

d. Disagreements

The User shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the Owner, provided this disagreement is made within seven (7) days after a first notification.

- i The User shall notify the Owner of any disagreements in writing by letter, facsimile, or email to the District's designated employee. The User shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement

within the prescribed time period shall be considered as an acceptance of responsibility by the User.

- ii After proper notification, members of the Joint Use Interagency Team, or other designated representatives of the City and District, shall make an on-site investigation and attempt a settlement of the disagreement.
- iii In the event an agreement cannot be reached, the matter shall be referred to the City Manager and School Superintendent, or their designees, for resolution.
- iv The Owner shall have the right to make immediate emergency repairs or replacements of Property without voiding the User's right to disagree.

17. Liability and Indemnification

- a. The City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees.
- b. The District shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.

18. Insurance

The District and the City agree to provide the following insurance in connection with this Agreement.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \$1,000,000.00 (one Million dollars) per occurrence.
- b. Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least \$1,000,000. Each Party shall submit a Waiver of Subrogation endorsement in favor of the other Party, its officers, agents, employees, and volunteers.
- c. Documentation of Insurance. The District and the City shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. In the event the District or the City is self-insured for the above coverage, such

agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.

19. Termination

This Agreement may be terminated at any time prior to its expiration, for any reason upon 45 days written notice.

20. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

21. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

“City”

CITY OF GUSTINE

“District ”

GUSTINE UNIFIED SCHOOL DISTRICT

By: _____
Doug Dunford, City Manager

By: _____
, Interim Superintendent

EXHIBIT A

City of Gustine Properties

1. Schmidt Park, 801 Linden Avenue
2. Gomen Center, 745 Linden Avenue
3. Peterson Shelter, 801 Linden Avenue
4. Library Room, 205 Sixth Street
5. Cooking Area of Henry Miller Park, 600 Third Avenue
6. Henry Miller Park, 600 Third Avenue
7. Gustine Pool, 600 Third Avenue; Gustine Soccer Fields, 1370 Jensen Road
8. Parades on City Streets,
 - a. Fifth Street
 - b. Grove Avenue
 - c. North Avenue

EXHIBIT B

Gustine Unified School District Properties

1. Gustine High School, 501 North Avenue
2. Gustine High School Football Field, 501 North Avenue
3. Gustine High School Baseball Fields
4. Gustine High School Gym, 501, North Avenue
5. Gustine High School Auditorium, 501 North Avenue
6. Old Gustine Middle School Fields, 685 Wallis Avenue
7. Old Gustine Middle School Gym, 685 Wallis Avenue
8. Old Gustine Middle School Rooms, 685 Wallis Avenue
9. Gustine Middle School Fields, 28075 Sullivan Road
10. Gustine Middle School Gym, 28075 Sullivan Road
11. Gustine Elementary School Gym, 2806 Grove Avenue
12. Gustine Elementary School Fields, 2806 Grove Avenue



COUNCIL AGENDA ITEM

August 9, 2017

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Joint User Agreement for Recreation Facilities

BACKGROUND/DISCUSSION:

Staff was asked to look at the feasibility of having a "Joint User of Recreation Facilities" agreement between the City and the Gustine Unified School District (District). This was brought about by some confusion that both sides had during the rental of their respective properties.

Staff has looked at and completed a comprehensive agreement plan that seems to work for both the City and the District. This agreement will eliminate the payment of fees for both sides when we/they are using that facility. In the past there had been problems with the timeliness of the requests and when monies are paid and how much was owed.

This agreement will eliminate the headache of the money exchange and offer a smooth transaction for both parties to conduct business. It has a team of 4 individuals that make up a team who oversee the areas to be used. Their job is to inspect the facility before and after to make sure that the facility is ready to use.

It does not allow third party users to benefit from this Agreement, so that does not become an issue. It also establishes the fact that the City and The District must fill out the necessary "Facility Use Agreement Form" 30 days in advance for each usage for tracking purposes.

Staff has attached to the agreement two exhibits that outline what facilities are to be used and their location. The City and the District both have priority over their respective facilities if needed for their own events.

FISCAL IMPACT:

Staff estimates that the Agreement will save approximately 30 hours of office time which equates to about \$600.00

RECOMMENDATION:

Staff is recommending that Council approve the Joint User Agreement for Recreation Facilities between the City and the Gustine Unified School District.

EXHIBIT(S):

- A) Joint User Agreement for Recreation Facilities