

CITY OF OAKLAND

AGENDA REPORT

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2008 OCT -2 PM 5:06

To: Office of the City/Agency Administrator
Attn: Dan Lindheim
From: Office of Parks and Recreation
Date: October 14, 2008

Re: Resolution Authorizing the City Administrator to Execute a Joint Facilities Use Agreement with Oakland Unified School District for a Five-Year Term Beginning July 1, 2008 and ending June 30, 2013

SUMMARY

Staff requests City Council approval of a resolution authorizing the City Administrator to execute a Joint Facility Use (JFU) Agreement with Oakland Unified School District (District). A team of representatives from the City and the District met regularly over a year to discuss and examine the past JFU Agreement, to negotiate changes and additions to the Agreement, and to refine procedures for facility uses. The proposed Agreement will:

- Enable the City and District to use each other's facilities and equipment for youth and adult recreational and educational programs without charging access, use or rental fees;
- Mandate negotiations between the City and District for facility "hard costs" (program staffing, custodial staff, special equipment, utilities, etc.) on a case by case basis;
- Reconvene a Joint Facility Use Committee to develop and implement site-specific use and maintenance agreements for City and District facilities on a case-by-case basis;
- Establish clear priorities and procedures for facility scheduling, facility maintenance, operation and management of joint programs;
- Provide for mutual indemnification;
- Require the submission of an Annual Facility Use Report to the City Council and School Board for review and discussion.

FISCAL IMPACT

The proposed Agreement is, in effect, an extension of the existing agreement and therefore has no new impacts to the General Purpose Fund.

BACKGROUND

A JFU Agreement was first approved and implemented in the fall of 1999. The most recent Agreement expired in June 2007, but the City and the District agreed to extend the term while a team of representatives from both organizations met to discuss a new agreement. In the course of those discussions it became clear that the terms of the existing agreement were largely appropriate.

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Life Enrichment Committee
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KEY ISSUES AND IMPACTS

The former agreement specifically stated that it applied to City and District recreational and educational facilities as delineated on attached exhibits. Over the course of its implementation, there was considerable confusion among staff in both organizations regarding the circumstances under which one entity was entitled to use the other entity's facilities at no cost. The JFU Agreement authorized under the proposed resolution seeks to add greater clarity to this issue.

- City and District shall, at no cost, use the recreational and educational facilities listed on Exhibit A for the purpose of youth and adult recreational and educational programs; and
- In the event that use of a facility would result in new costs to the entity that permits the use of that facility, City and District reserve the right to charge each other "hard costs," that is, staffing costs that are incurred as a direct result of the permitted use; and
- City and District reserve the right to charge each other fees for uses that are not educational or recreational in nature and are scheduled at facilities not listed in the JFU Agreement exhibits. Fees for such uses shall again be based on "hard costs."
- City and District agree to exclude from the Joint Use Agreement charter schools and community based organizations that lease OUSD facilities. The City will enter into separate program agreements with those schools.
- City and District agree as an act of good faith to complete the outstanding leases for King Estates and Golden Gate Fields, Sobrante and Clinton Park.

The Joint Use Committee would be responsible for discussing and negotiating fees at a reduced rate for uses that fall outside the scope of the JFU Agreement.

The proposed JFU Agreement also includes a new provision requiring each entity to leave a permitted facility in clean and usable condition after events.

Implementation of the existing agreement sometimes faltered due to a lack of clear communication between the two entities. In the proposed agreement, City and District are required to designate a single key contact person to maintain records related to facility use schedules. Each key contact person shall be a member of the Joint Use Committee.

SUSTAINABLE OPPORTUNITIES

Economic: By making City and District facilities available for the recreational and educational activities of both entities, more of those activities can be offered in Oakland which serves to make Oakland a more attractive place to live.

Environmental: The proposed resolution provides for no environmental opportunities.

Social Equity: The Joint Facilities Use Agreement offers both the City and the District the means to maximize resources for providing services to all members of the Oakland community.

DISABILITY AND SENIOR CITIZEN ACCESS

City and District facilities conform to the requirements of the Americans with Disabilities Act, the Older American Act, and other applicable laws.

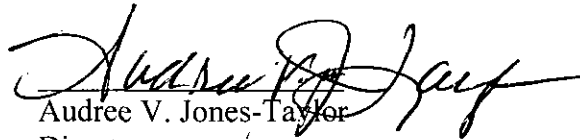
RECOMMENDATION(S) AND RATIONALE

Staff recommends that City Council approve a resolution authorizing the City Administrator to execute a Joint Facility Use Agreement with Oakland Unified School District.

ACTION REQUESTED OF THE CITY COUNCIL

Staff requests approval of the proposed resolution.


Respectfully submitted,



Audree V. Jones-Taylor
Director
Office of Parks and Recreation

Prepared by: Michele Brown, Recreation Svces. Mgr.
Citywide Unit, OPR

APPROVED AND FORWARDED TO THE
LIFE ENRICHMENT COMMITTEE:



Office of the City Administrator

Item: _____
Life Enrichment Committee
10/14/08

**JOINT FACILITIES USE AGREEMENT
BETWEEN
CITY OF OAKLAND AND OAKLAND UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made on this _____ day of _____, 2008 by and between the City of Oakland (hereinafter called "CITY") and the Oakland Unified School District (hereinafter called "DISTRICT") for the joint use of facilities.

WHEREAS, the CITY and DISTRICT desire to establish a basis for cooperative use of their respective recreational and educational facilities; and

WHEREAS, it is in the public interest that the recreational and educational facilities of public agencies be put to the fullest possible use at the lowest possible; cost and

WHEREAS, such use should be facilitated through the implementation of streamlined administrative procedures; now, therefore;

The CITY and DISTRICT mutually covenant and agree with each other as follows:

A. PRINCIPLES

This Agreement contemplates the shared use of facilities between CITY's Office of Parks and Recreation (OPR) and DISTRICT for youth and adult recreational and educational programs. All other requested uses by either party shall be negotiated through the Joint Facility Use Committee described in Section J of this Agreement. Agreements affecting use and maintenance of specific DISTRICT and CITY facilities will be accomplished by mutual written agreement and shall become part of this Agreement.

For the purposes of this Agreement the CITY Facilities and DISTRICT Facilities are characterized individually as described in Exhibit A which is incorporated herein by reference as if fully set forth herein.

B. JOINT PLANNING

Schedules for the joint use of facilities and equipment belonging to each entity (CITY and DISTRICT) will be developed by a Joint Facility Use Committee (see Section J of this Agreement), with representatives to be appointed by the City Administrator and the District's Superintendent. The Joint Facility Use Committees shall meet at least quarterly each year in accordance with Section J of this Agreement. Once a facility/equipment use schedule has been mutually agreed, scheduled use of such facility/equipment will receive priority over all other use, except when prohibited by law or mutual written agreement of the parties hereto as prescribed herein.

C. JOINT USE

The CITY and DISTRICT agree to grant to the other upon its application, the use of designated facilities and/or equipment, as described herein, provided that the use of such facility or equipment shall not interfere with its use by the respective owner or constitute a violation of provisions of the State Education Code, including the Civic Center Act. A listing of designated facilities and equipment shall be attached to this Agreement and referred to hereinafter by reference as Exhibit A. The Joint Use Committee shall update Exhibit A annually or as necessary to ensure that it reflects actual conditions.

The use of facilities and equipment pursuant to this Agreement shall be granted subject to existing rules and regulations of the respective owners pertaining to their use. Copies of such rules and regulations shall be attached to this Agreement and referred to hereinafter as Exhibit B. Exhibit B shall be updated annually, or as necessary to ensure that it reflects actual conditions.

The CITY and DISTRICT respectively, shall delegate the Office of Parks and Recreation (OPR) Director, the DISTRICT's Assistant Superintendent of Facilities Planning and Management, Buildings & Grounds and Custodial Services and their staff persons as the responsible parties for establishing schedules for their agency's respective facility use. As of the effective date of this agreement, the accepted schedules which shall be updated by the Joint Use Committee include the Oakland Athletic League ("OAL") Sports Calendar for the 2007-2008 school year and the OPR Schedule as of the date of execution, which are attached hereto as Exhibit C and incorporated herein by reference. To facilitate uses between Joint Use Committee meetings, any proposed use that was not scheduled or permitted by the Joint Use Committee shall be governed by the following procedure.

1. The responsible party shall submit to the other for review and consideration proposed facility/equipment use schedule indicating dates, hours, and specific areas the party desires to utilize in its programs.
2. Within ten (10) working days of submission, the petitioned party shall advise the other of any conflict in schedule for the purpose of schedule adjustment
3. Any proposed changes of schedule use shall be reported to the other party as soon as possible, or at least 30 days (30) days of proposed use.
4. Any use permitted other than scheduled use will be made contingent upon the availability of the facility/equipment.
5. All facility uses approved outside of the procedures established in Section D of this Agreement shall be incorporated into the Annual Facility Use Report described in Section J of this Agreement.

Each party using facilities or equipment owned by the other pursuant to this Agreement shall furnish personnel including but not limited to employees, agents, consultants, volunteers, or representatives, deemed necessary for the proper conduct and supervision of the use. Each party shall be responsible for any damage, injuries, or harm caused by their respective personnel. The CITY and DISTRICT shall have sufficient responsible adult representatives present at all times at any event held on the respective owner's property. The representative shall see that rules and regulations for said facility are observed and complied with and that the facilities and grounds are returned to existing condition upon completion of the activity. Both CITY and DISTRICT shall have personnel, as defined above, on call at all times during any sponsored or scheduled activity in order to respond to and investigate any questions or improper action at the respective facilities. Special events may require additional provisions to be determined on a case by case basis by CITY and DISTRICT.

The CITY and DISTRICT shall make facilities available to the other, rent free, for uses described in Section A and providing such use does not conflict with previously scheduled activities, or in the normal conduct of the CITY and DISTRICT'S activities. Supplemental (costs greater than the usual costs which each party will absorb) and equipment costs will be negotiated.

Parties understand and agree that when using facilities listed on Exhibit A, the party who secured the permit for use of the site shall leave the site in clean and usable condition after the event, including the collection of trash which shall be deposited in appropriate receptacles.

The party using facilities or equipment of the other pursuant to this Agreement shall repair, or cause to be repaired, or will reimburse the owner for the cost of repairing damage done to said facilities or equipment during the period of such use, other than that attributed to ordinary wear and tear or identified in writing as pre-existing dangerous conditions.

Each party shall be responsible for any damage, injuries, or harm caused by dangerous conditions of its own premises or defective condition of its own equipment.

When either party has actual knowledge of injury, damage, or harm caused by a dangerous condition or defective equipment, that party shall provide written notice of the injury, damage, or harm to the other party within 45 days of receipt of such knowledge.

Each party shall provide written notice to the other party within 30 days of receipt of a claim for injury damages, or harm allegedly caused by a dangerous condition or defective equipment.

Failure to provide either notice as described above shall result in waiver of the right to bring an action against the other party.

D. SCHEDULING OF FACILITIES

In scheduling the use of DISTRICT facilities, DISTRICT events and programs shall have first priority, CITY events and programs shall have second priority, community youth groups shall have third priority and other community organizations or agencies shall have fourth priority. For the purposes of this Agreement, the term "DISTRICT events and programs" shall mean those events and programs conducted by DISTRICT staff on behalf of students enrolled in DISTRICT programs or as part of DISTRICT business. In cases of emergencies or errors in scheduling, the DISTRICT shall have first priority for use. Every reasonable attempt will be made by the DISTRICT to avoid such conflicts.

In scheduling the use of CITY facilities, CITY events and programs shall have first priority, DISTRICT events and programs shall have second priority, community youth groups shall have third priority and other community organizations or agencies shall have fourth priority. For the purpose of this Agreement, the TERM "CITY" events and programs" shall mean those events and programs conducted by CITY staff on behalf of persons enrolled in CITY events and programs. In cases of emergencies or errors in scheduling, the CITY shall have first priority for use. Every reasonable attempt will be made by the city to avoid such conflicts.

Pursuant to Exhibit A, each Party, as set forth therein, shall issue permits for those sites as listed. DISTRICT and CITY shall designate one key contact person to maintain records related to the schedules created and agreed to by the Joint Use Committee. The CITY and DISTRICT shall submit to each other written use requests in advance. Advance scheduling shall occur in accordance with the following schedule (which may be revised as needed by mutual agreement of both CITY and DISTRICT):

For the regular school year (September through Mid-June), facility use requests shall be submitted by CITY and DISTRICT to each other via the Joint Facility Use Committee by the preceding May 1st.

For the summer (Mid-June through August), facility use requests shall be submitted by CITY and DISTRICT to each other via the Joint Facility Use Committee by preceding January 1st.

The Joint Use Committee shall approve a master calendar for each of these periods within thirty (30) days of submittal. For the regular school year (September through Mid-June), facility use requests shall be determined by CITY and DISTRICT and communicated to each other via the Joint Facility Use Committee by May 31st. For the summer (Mid June through August), facility use requests shall be determined by CITY and DISTRICT and communicated to each other via Joint Facility Use Committee by January 31st. The CITY and DISTRICT recognize that facility access at school sites may be limited by summer school schedules and school construction project schedules, either of which may require modification of the time frames specified above.

Third priority uses shall not be scheduled until first and second priorities are set. Third priority user shall be scheduled by the CITY and DISTRICT in accordance with the procedures prescribed herein. Third priority users shall be required to complete appropriate permit forms. Such scheduling would be for facilities use during times appropriate not to interfere with the respective owners normally scheduled activities.

The annual calendars referenced in this section shall be attached to this agreement as Exhibit C, and updated annually.

E. EXTENDED DAY AND AFTER SCHOOL RECREATION PROGRAMMING

The CITY and DISTRICT as annually budgeted and with resources available shall provide extended day and recreation services at certain school sites and for specific age groups during after school hours. Such programs and services may be jointly funded, funded by one (1) party or funded, but not operated, by a third party, or funded and operated by a third party.

The scope and content of the recreation programs and services shall annually be determined by the level of funding approved and appropriated by each party. Programs and services coordinated under this provision shall be agreed to separately, under separate agreements to accommodate other relevant considerations.

F. MAINTENANCE OF FACILITIES JOINTLY DEVELOPED OR USED

Should facilities be jointly developed they shall be adequately maintained to ensure proper and safe use, appearance, and longevity.

The maintenance, repair, and renovation of jointly developed facilities shall be governed by site-specific agreements developed and agreed to by the CITY and DISTRICT. For the purposed of this Agreement, the term "jointly developed" shall mean any facility that meets any of the following criteria:

1. The facility is funded or developed by both the CITY and the DISTRICT; or
2. The facility is funded or developed by CITY or DISTRICT and located on the other party's property; or
3. The facility (regardless of funding or development) is located on both CITY and DISTRICT property.

A listing of such specific facility use/maintenance agreements shall be attached to this Agreement and hereinafter referred to as Exhibit D. Exhibit D shall be updated annually or as needed to accurately reflect current conditions.

The CITY may install sprinkler systems, turf, playground equipment, fencing, restroom facilities, and additional recreational equipment on DISTRICT facilities, provided such installation is not in conflict with school use and subject to approval of the DISTRICT. All such improvements and facilities constructed or placed on DISTRICT property shall

be available to the DISTRICT to use for school purposes during school hours and during such time as the property is not being used by the CITY. Major or minor improvements made under this provision shall be agreed to separately, under separate agreements to accommodate considerations for long-term use, maintenance responsibilities, and other appropriate needs under joint use provision herein. Title to such improvements shall be determined under said agreements including transfer of title after a mutually agreed to period of time has expired.

G. USE FEES

The CITY and DISTRICT shall not assess each other use fees or maintenance charges for any facility use defined under Section A of this Agreement unless specifically directed to do so by the Oakland City Council or Oakland Board of Education, respectively.

For uses other than those defined under Section A of this Agreement, each party may require remuneration for facility use. Fees for such uses shall be discussed and negotiated through the Joint Facility Use Committee described in Section J of this Agreement.

Parties agree to maintain records describing the value of fees and maintenance services provided to the other party and publish such information in the Annual Facility Use Report described herein.

DISTRICT and CITY understand and agree that the shared use of their respective facilities requires the mutual allocation of resources to accommodate the reciprocity. The budgetary issues that remain will be resolved by the CITY Administrator and DISTRICT' Chief Financial Officer, who agree to meet within sixty (60) days of the execution of this agreement to resolve outstanding budgetary issues, including staff costs for overtime and weekend use of DISTRICT and CITY facilities and other related cost issues that may arise from the joint use of their respective facilities.

H. INSURANCE

Each party acknowledges that it is permissibly self-insured under the applicable Government code provision and agrees to provide on an annual basis to the other party adequate proof of self insurance and excess liability coverage.

For all jointly used facilities, each party shall provide the other a certificate of insurance naming the other as additional insured. Each party shall provide a letter of self insurance and give a copy to the other party.

I. PUBLIC ACCESS TO SCHOOL PLAYGROUNDS AFTER SCHOOL HOURS

Reserved. To be determined.

J. ESTABLISHMENT OF THE CITY/DISTRICT JOINT FACILITY USE COMMITTEE

The CITY and DISTRICT shall appoint appropriate representatives to said Joint Facility Use Committee Representation shall be limited to an equal number from each party not to exceed 7 participants per party. For the CITY, representatives to the Joint Facility Use Committee may include, but not be limited to, the Director of the Office of Parks and Recreation, Deputy Director, Assistant to the Director, General Recreation Supervisors, Aquatics Supervisor, Sports Coordinators, and any other representative appointed by the City Administrator. For the DISTRICT, representatives to the Joint Facility Use Committee may include, but not be limited to the Assistant Superintendent of Facilities Planning and Management, Buildings & Grounds and Custodial Services; Director of Facilities; Director of Buildings and Ground, Facilities Manager, Civic Center Coordinator, Oakland Athletic League Commissioner, Executive Leadership Directors, and any other representative appointed by the School Superintendent.

The Committee shall meet no less than four (4) times per year or more if mutually agreed, to maintain the terms and conditions of this Agreement. The Joint Facility Use Committee shall annually elect a Chair, Vice-Chair, and Secretary. The Joint Facility Use Committee shall be responsible for:

- Conducting business and establishing procedures and responsibilities for administration of this Joint Use Agreement.
- Establishing sub-committees to deal with facility scheduling, after-school sports, and recreation programs and other matters.
- Consideration and recommendations regarding reduced fees for CITY and DISTRICT use of their respective facilities for uses that are not included in a previously approved joint use schedule.
- Monday through Thursday, during regular business hours, the CITY's enterprise facilities are available for use by DISTRICT at the direct cost of staffing the facility. For the purposes of this Agreement, direct costs shall refer to the CITY's staff costs for use of said enterprise facilities. The CITY and DISTRICT hereby authorize their respective representatives on the Joint Use Committee to approve the use of their respective facilities at a cost equal to the direct cost of the use of the facility.
- Reporting and discussing relevant facilities maintenance issues.
- Notification and communication regarding planned capital improvements to CITY and DISTRICT facilities included in the Joint Use Agreement.
- Emergency/Disaster Planning updates and communication in coordination with CITY's Office of Emergency Services and DISTRICT.

- *Preparation of the Annual Facility Use Report of the Committee.* The annual report shall be submitted to the City Council and the Board of Education through the Education Partnership Committee in October of each year. Such report shall highlight and summarize actions taken to implement the Joint Use Agreement for the previous school year and make any necessary recommendations for the coming school year.

K. TERM OF THE AGREEMENT

The term of this Agreement shall be for five (5) YEARS UNTIL June 30, 2013, in the event either the CITY or the DISTRICT wishes for any reason to terminate this Agreement and its obligations hereunder, it may do so by providing one (1) year's prior written notice of intent to terminate to the other party.

L. MODIFICATION OF THE AGREEMENT

This Agreement shall be modified in writing by mutual agreement of the CITY and DISTRICT, as expressed by recorded action taken by the City Council on behalf of the CITY, and by the Oakland School Board on behalf of the DISTRICT.

M. INDEMNIFICATION

The CITY will defend indemnity and hold harmless the DISTRICT from any and all claims, demands, actions, or damages arising out of the CITY'S use of DISTRICT facilities to which the DISTRICT may be subjected as a direct consequence of this Agreement, except for those claims, demands, actions, or damages resulting from the sole negligence of the DISTRICT. The DISTRICT will defend, indemnify and hold harmless the CITY from any and all claims, demands, actions or damages arising out of the DISTRICT'S use of CITY facilities to which the CITY may be subjected as a direct consequence of this Agreement, except for those claims, demands, actions or damages resulting from the sole negligence of the CITY.

N. NOTICES AND COMMUNICATION

Any communications or notices required to implement this Agreement shall be sent by facsimile or US mail to each party as follows:

Notice to CITY shall be sent to:

Director
Office of Parks and Recreation
250 Frank Ogawa Plaza, Suite 3330
Oakland, CA 94612
Facsimile transmission to 510-238-2224

**EXHIBIT A
DISTRICT FACILITIES AND CITY FACILITIES LIST**

DISTRICT (OUSD) FACILITIES	CITY FACILITIES
Allendale Elementary School	Allendale Ballfields
Bella Vista Elementary School	Burkhalter Ballfields
Bret Harte Middle School	Bushrod Ballfields
Brookfield Elementary School	Caldecot Ballfields
Bunche Academy	Carter Gilmore Ballfields
Burkhalter Elementary School	Chabot/Rockridge Fields
Calvin Simmons Middle School	Curt Flood Ballfields
Carter Middle School	Davie Tennis Stadium
Castlemont Community of Small Schools	DeFremery Ballfields
Castlemont Pool	Lake Merritt Boating Center
Chabot Elementary	Leona Lodge
Claremont Middle School	Live Oak Pool
Cole Middle School	Lowell Ballfields
Crocker Highlands Elementary School	McConnell Ballfields
East Oakland Community High School - KING ESTATES MIDDLE SCHOOL	Mosswood Ballfields
Youth Empowerment School (YES) - KING ESTATES MIDDLE SCHOOL	Oakport Ballfields
Edna Brewer Middle School	Owen Jones Ballfield
Elmhurst Middle School	Poplar/Willie Keyes Ballfields
Explore Middle School - BURBANK ELEMENTARY SCHOOL CAMPUS	Raimondi Ballfields
Far West High School	Sequoia Lodge
Franklin Elementary School	Temescal Pool
Fremont Federation High School	
Frick Middle School	
Foster Middle School	
Fruitvale Elementary School	
Garfield Elementary School	
Glenview Elementary School	
Grass Valley Elementary School	
Havenscourt Middle School	
Hawthorne Elementary School	
Highland Elementary School	
KIPP Bridge College Prep Middle School LOWELL MIDDLE SCHOOL CAMPUS	
West Oakland Middle School LOWELL MIDDLE SCHOOL CAMPUS	
Lafayette Elementary School	

**EXHIBIT A
DISTRICT FACILITIES AND CITY FACILITIES LIST**

DISTRICT (OUSD) FACILITIES	CITY FACILITIES
Lincoln Elementary School	
M.L. King Jr. Elementary	
Madison Middle School	
Maxwell Park Elementary School	
McClymonds Community of Small Schools	
McClymonds Pool	
Melrose Leadership Academy Middle School	
Montera Middle School	
Oakland High School	
Oakland Technical High School	
Parker Elementary School	
Peralta Elementary School	
Piedmont Avenue Elementary School	
Prescott Elementary School	
Redwood Heights Elementary School	
Rise Elementary School - HIGHLAND ELEMENTARY	
Roosevelt Middle School	
Rudsdale Continuation	
Santa Fe Elementary School	
Skyline High School	
Sobrante Park Elementary School	
Stonehurst Elementary School	
Think College Now - CESAR CHAVEZ EDUCATION CENTER	
Urban Promise Academy Middle School	
Westlake Middle School	

**EXHIBIT C
OPR SCHEDULED USE OF OUSD FACILITIES**

NAME OF FACILITY	TYPE OF FACILITY USED	SPORTS	DAYS	TIMES	SPORT SEASON/TIME AND DATE OF USE	COMMENTS
Allendale Elementary School	PG, CL Lib	FF, BB, Pee Wee	M-F	3-6 p.m.	FF Sep–Nov BB Dec–April Pee Wee/ Girls Sports Sep–Jun	After school program collaborative
Bella Vista Elementary School	PG, CL	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Bret Harte Middle School	PG, CL, Gym	FF, BB, SB, VB	M-F	3-8 p.m.	School year	After school program collaborative
Brookfield Elementary School	PG, CL	FF, BB, Pee Wee	M-F	3-6 p.m.	FF Sep–Nov BB Dec–April Pee Wee/ Girls Sports Sep–Jun	After school program collaborative
Bunche Academy	Gym	BB	Twice weekly	4-6 p.m.	BB Dec–June	
Burkhalter Elementary School	PG & CL	FF, SB	M- F	3-6 p.m.	School year	After school program collaborative
Calvin Simmons Middle School (Now known as: Peralta Creek and United for Success MS)	PG, CL, Gym	FF, BB, SB, VB	M-F	3-8 p.m.	School year	After school program collaborative
Carter Middle School (Charter School Bay Area Technology)	Gym	BB	M-F	6-8 p.m.	Modernization to begin February 08. OPR will not use site due to construction during modernization	Programs on site must end 6:00pm
Carl Munk Elementary	PG					
Castlemont Community of Small Schools	Track & Gym	BB, VB, Track	M-T & Sat.	5-10 p.m., 9a.m.-3 p.m.	BB Four weekends March – June Sa & Su 8a to 8p Track two weekends March – June Sa 8a to 5p BB M-Th June - Aug. 5 p.m. to 9	Programs must end at 9:00 p.m. to coordinate with custodial coverage. See Section G of Joint Use Agreement regarding resolution of outstanding budgetary issues.

Castlemont Pool	Pool	Aquatics/ Swimming	Mon – Sun	9 a.m. to 8 p.m.	p.m. June 16 th to Aug 19 th 08	
Chabot Elementary	PG & CL	FF, SB	M-F	3-6 p.m.	School year	After school program collaborative
Claremont Middle School	PG & Gym	FF, BB, SB, VB	M-F	3-6 p.m.	School year	After school program collaborative
Cleveland Elementary	PG					After school program collaborative
Cole Middle School	PG, CL	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Crocker Highlands Elementary School	PG	Double Dutch	Tuesday	3:05 – 4:30 p.m.	School year	After school program collaborative
Cox Elementary (Education For Change @) Charter School	PG					After school program collaborative
East Oakland Community High School – KING ESTATES MIDDLE SCHOOL	Gym	BB, VB	M-T & Sat	5-10 p.m.; 9-3 p.m.	OPR permit denied on 12/07 due to conflict with school site program.	OUSD can't cover weekend use due to increased staff costs. Evening programs must end by 9:00 p.m. Custodial hours are 2 p.m. to 9:30 p.m. Programs on site must end at 8:30 p.m. See Section G of Joint Use Agreement regarding resolution of outstanding budgetary issues.
Youth Empowerment School (YES) – KING ESTATES MIDDLE SCHOOL	Gym	BB, SB	M-F	6-8 p.m.	OPR permit denied due to conflict with school site program.	Civic Center to check with school site regarding programs on site. OPR has also proposed use of the gym from M-T & Sat 5-10 p.m. and 9-3 p.m. for a program in connection with the East Oakland Community High School, which has closed. OUSD can't cover weekend use at time and ½ for custodial staff.
Edna Brewer Middle School	PG, CL, Gym	FF, BB, SB, VB	M-F	3-6 p.m.	School year	After school program collaborative
Elmhurst	Field and	FF, BB, SB,	M-F	3-8 p.m.	School year	After school program collaborative

Community Prep at Elmhurst MS	Gym	VB				Note name change
Emerson Elementary	PG					
Explore Middle School – BURBANK ELEMENTARY SCHOOL CAMPUS	PG	FF, BB, SB, VB	M-F	3-6 p.m.	School year	After school program collaborative
Far West High School	PG	BB	M-F	3-6 p.m.	School year	After school program collaborative
Foster Middle School	Gym	BB	M-F Sat	6-8 p.m.	School year BB-Jan-Mar 10am-6pm Sat. – Sun 8 a.m. – 8 p.m. BB Apr. – June Sat. – Sun Four Times 8 a.m. – 8 p.m. BB June – Aug. 5 p.m. – 9 p.m.	
Franklin Elementary School	PG	BB	M-F	3-6 p.m.	School year	After school program collaborative
Fremont Federation High School	Soccer Field & Gym	FF, BB, VB	M-T & Sat	5-10 p.m., 9-3 p.m.	BB Jan – March Sat 8 a.m. to 7 p.m. BB April – June Sat – Sun Four times 8 a.m. to 8 p.m. BB June – Aug 5 p.m. to 9 p.m.	OUSD can't cover increased cost of weekend use due to staff costs at time and ½. See Section G of Joint Use Agreement regarding resolution of outstanding budgetary issues. Evening programs must end by 9:00 p.m.
Frick Middle School	PG, Gym	FF, BB, SB, VB	M-F	3-8 p.m.	School year	After school program collaborative
Fruitvale Elementary School	CL, Auditorium	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Garfield Elementary School	PG, CL	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Glenview Elementary School	PG	Double Dutch & BB	M, W, F	3:30 – 5:30 p.m.	School year	After school program collaborative
Grass Valley Elementary School	PG, CL	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Havenscourt Middle School	Gym	BB, VB	M-F	3-8 p.m. 6 – 8p adult	School year	After school program collaborative. Evening programs must end by

(Roots International & Coliseum Prep MS)				program		9:00 p.m.
Hawthorne Elementary School (World Achieve)					School year	Charter School – OPR collaboration
Highland Elementary School	P.G. & Multi.	FF, BB, SB	M-F	3-6 p.m.		After school program collaborative
Hillcrest Elementary	PG					After school program collaborative
Howard Elementary	PG					After school program collaborative
International	PG					After school program collaborative
Jefferson Elementary	PG					
KIPP Bridge College Prep Middle School LOWELL MIDDLE SCHOOL CAMPUS	PG & Gym	BB, VB	M-F	3-8 p.m.	School year	Charter School – OPR collaboration
Lazear	PG					After school program collaborative
West Oakland Middle School LOWELL MIDDLE SCHOOL CAMPUS						
Lafayette Elementary School	PG	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Lincoln Elementary School	Portable CL	Passport program	M-F	4:40 p.m. to 6 p.m.	School year	After school program collaborative
Lockwood Elementary School	PG					
M.L. King Jr. Elementary	PG	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Madison Middle School	Gym	FF, BB, SB, VB	M-F	3-8 p.m.	School year	After school program collaborative
Manzanita	PG					

Community and Manzanita Seed (same campus)						
Maxwell Park Elementary School	PG	Sports	M-F	3-6 p.m.	School year	After school program collaborative
Marshall Elementary	PG					After school program collaborative
McClymonds Community of Small Schools	Track & Gym	BB, VB, Track	M-T & Sat.	5-10 p.m. 9-3 p.m.	BB Jan – March Sat 8 a.m. to 7 p.m. BB April – June Sat – Sun Four times 8 a.m. to 8 p.m. BB Mar 24-27 3p.m. – 9 p.m. BB June – Aug 5 p.m. to 9 p.m. Track Mar – April 8 a.m. to 2 p.m.	Saturdays are time and ½. OUSD can't cover cost of weekend use under Joint Use Agreement. See Section G of Joint Use Agreement regarding resolution of outstanding budgetary issues. Programs must end at 9:00 p.m. to coordinate with custodial coverage.
McClymonds Pool	Pool	Aquatics	Mon – Sun	9 a.m. to 8 p.m.	June 16 th to August 19th	
Melrose Leadership Academy Middle School	PG	BB	M-F	3-6 p.m.	School year	After school program collaborative
Montera Middle School	Field & Gym	FF, BB, SB, VB	M-F	3-6 p.m.	FF Sep–Dec VB Sep–Dec BB Sep–Mar SB Apr–Jun	After school program collaborative
Oakland High School ¹	PG, Field & Gym	BB, VB, Baseball	M-T & Sat	5-10; 9 – 3p.m.	BB Apr–Jun Sa&Su Four Times 8 a.m. – 8 p.m. BB June – Aug. M – Th 5 p.m. – 9 p.m.	Saturdays are time and ½. OUSD can't cover cost of weekend use under Joint Use Agreement. Programs must end at 9:00 p.m. to coordinate with custodial coverage. See Section G of Joint Use Agreement regarding resolution of outstanding budgetary issues.
Oakland Technical High School	Track, AUD, & Gym	FB, SB, BB, VB, Track & Cultural Arts.	M-T, & Sat.	5-10 p.m.; 9-3 p.m.	FB – Nov one Sunday BB Dec. Holiday Break Sat – Sun 8 a.m. – 8 p.m. BB Jan - Mar Sat. 8 a.m. 7p.m. BB Apr. –	Saturdays are time and ½. OUSD can't cover total cost of weekend use under Joint Use Agreement. See Section G of Joint Use Agreement regarding resolution of

¹ OPR operates basketball, volleyball, and baseball programs at this site during the summer only.

					Jun. Sat – Sun Four Times 8 a.m. – 8 p.m. BB June - Aug 5 p.m. – 9 p.m. Track –Mar 29 8 a.m. – 5 p.m. Aud – Dec ? 10 a.m. – 8 p.m.	outstanding budgetary issues. Weekday programs must end at 9:00 p.m. to coordinate with custodial coverage.
Parker Elementary School	PG	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Peralta Elementary School	PG& CL	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Piedmont Avenue Elementary School	PG, CL	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Prescott Elementary School (PLACE @)	PG & CL	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Redwood Heights Elementary School	PG	BB, KB	M-F	3-6 p.m.	School year	After school program collaborative
Rise Elementary School – HIGHLAND ELEMENTARY	PG & Multi	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Roosevelt Middle School	Gym	FF, BB, VB	M-F	3-8 p.m.	School year	After school program collaborative
Rudsdale Continuation	PG	BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Santa Fe Elementary School	PG & CL	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Sankofa Academy	PG					After school program collaborative
Sequoia Elementary	PG					After school program collaborative
Skyline High School	Gym	BB, VB	M-T & Sat	5-9 p.m.; 9-3 p.m.	BB –Dec holiday break Sat. – Sun 8 a.m. – 8 p.m. BB Apr. – June Sat. – Sun Four Times 8 a.m. – 8 p.m. BB June – Aug. 5 p.m. – 9 p.m. Track Feb-Apr.	Saturdays are time and ½. OUSD can't cover cost of weekend use under Joint Use Agreement due to increased staff costs. See Section G of Joint Use Agreement regarding resolution of outstanding budgetary issues.

						Weekday programs must end at 9:00 p.m. to coordinate with <i>custodial coverage</i> .
Sobrante Park Elementary School	PG & CL	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Stonehurst Elementary School	PG& CL	FF, BB, SB	M-F	3-6 p.m.	School year	After school program collaborative
Think College Now (CESAR CHAVEZ EDUCATION CENTER)	PG, Gym	FF, BB	M,W,F, Sat	3-6 p.m. (After school program) ; Sat 10-2 p.m. (Community Program)	School year BB-Jan-Mar 10am-6pm	After school program collaborative for period after school from 3 p.m. to 6 p.m. Saturdays are time and ½. OUSD can't cover weekend use under Joint Use Agreement. See Section G of Joint Use Agreement regarding resolution of outstanding budgetary issues.
Urban Promise Academy Middle School	PG	BB, SB	M-F	3-6 p.m.	School year	
Webster Elementary (East Oakland Pride @)	PG					
Westlake Middle School	PG, Gym	FF, BB, VB	M-F	3-8 p.m.	School year	After school program collaborative

Key - FACILITIES

PG = Playground
 CL = Classroom
 LIB = Library
 AUD = Auditorium
 MULTI = Multipurpose Room

Key - SPORTS

BB = Basketball
 FF = Flag Football
 SB = Softball
 SC = Soccer
 VB = Volleyball

EXHIBIT D
OUSD Properties Leased and Maintained by City

PROPERTY NAME	PROPERTY ADDRESS	Expiration
Allendale Recreation Center	3711 Suter Street	11/1/2023
Golden Gate Field (limited section)	1075 62nd Street	*
King Estates Lower Field	8251 Fontaine St	*
Marsten Campbell Park	1700 Market Street (17th & West)	8/31/1996
Live Oak Pool	1055 MacArthur Boulevard	12/31/2033
Lowell Park	1098 12th St (12th & Filbert)	10/1/1993
Manzanita/Garfield Recreation Center	E. 17th Street & 22nd Avenue	12/19/1990
McConnell Field	7701 Krause Avenue	10/16/2046
Bella Vista Park	1025 East 28th Street	6/30/2027
Sobrante Park Recreation Center	470 El Paseo Drive	*
Stonehurst Park	10315 E Street	9/25/2013

** New lease agreements for King Estates Lower Field, a section of Golden Gate Field, and a section of Sobrante Park are currently under negotiation (March 2008)*

[Signature]
City Attorney

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2008 MAY 29 PM 5:55

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A JOINT FACILITIES USE AGREEMENT WITH OAKLAND UNIFIED SCHOOL DISTRICT FOR A FIVE-YEAR TERM BEGINNING JULY 1, 2008 AND ENDING JUNE 30, 2013

WHEREAS, it is in the best interest of the City of Oakland (City) and the Oakland Unified School District (OUSD) to increase the level of cooperation and coordination between them to benefit the general public by maximizing the use of available resources; and

WHEREAS, one important example of such cooperation and coordination is providing joint facility access for each agency to the other agency's recreational facilities; and

WHEREAS, a team of City and OUSD employees met over the course of eight months and have successfully negotiated a Joint Facility Use Agreement (Agreement) that provides specific benefits; and

WHEREAS, the Agreement enables the City and District to use each other's facilities and equipment for youth and adult recreational and educational programs without charging access, use or rental fees; and

WHEREAS, the Agreement requires negotiations between the City and District for facility hard costs on a case by case basis; and

WHEREAS, City and OUSD agree to reconvene a Joint Facility Use Committee to develop and implement site-specific use and maintenance agreements for City and District facilities on a case-by-case basis; and

WHEREAS, the Agreement establishes clear priorities and procedures for facility scheduling, facility maintenance, operation and management of joint programs; therefore, be it

RESOLVED: that the City Administrator be authorized to execute a Joint Facilities Use Agreement with Oakland Unified School District for a five-year term beginning July 1, 2008 and ending June 30, 2013; and be it

FURTHER RESOLVED: that the City Attorney's Office has reviewed the Joint Facility Use Agreement as to form and legality and a copy of the executed agreement shall be placed on file with the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2008

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT DE LA FUENTE

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California