



## **Staff Report**

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### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE EXTENSION OF A CITY-SCHOOL MASTER AGREEMENT WITH THE BELMONT/REDWOOD SHORES SCHOOL DISTRICT

Honorable Mayor and Council Members:

#### **Summary**

The City and Belmont/Redwood Shores School District have had an agreement since 1992 for the joint use and maintenance of school district facilities and fields. In 2002, the agreement was extended for three years. Staff recommends extending the agreement for another three years.

#### **Background**

As the result of a Settlement Agreement in 1992 with the Belmont/Redwood Shores School District, the City agreed to joint use and maintenance of school facilities. This mainly involves the maintenance and use of school athletic fields, but also includes other facilities. Generally, the Agreement provides the City with use of school facilities and fields during non-school hours for recreational activities. In 2002, the City Council by Resolution No. 9274 approved a three year continuation of this agreement, which included a provision for additional annual extensions up to a three year maximum.

#### **Discussion**

City Parks and Recreation staffs have met with School District staff and have reviewed the terms of the agreement. City and School District staffs have agreed that it would be best to continue the agreement for three years with only one change. The previous agreement stated that the City would contribute \$8,500 annually to the School District for the Ralston Middle School After School Sports Program. Due to reduced participation over the past several years, it was agreed to delete this payment requirement. There are no other changes to the agreement.

The current agreement allows for annual extensions for a maximum of three years starting July 1, 2005. By extending the agreement for the three years, sufficient time will be allowed to negotiate a new agreement and working relationships. This will take into account changes in programs and types of recreational uses over the years as well as account for changes in maintenance costs as facilities age.

**Fiscal Impact**

The City will not make the \$8,500 annual payment for the Ralston Middle School After School Sports Program.

**Public Contact**

No public meetings were held.

**Recommendation**

It is recommended that the City Council approve a resolution authorizing a three year extension to the City-School Master Agreement with the Belmont/Redwood Shores School District

**Alternatives**

1. Not approve the three year extension. This would result in the School District taking over the maintenance of the fields and the loss of the field use by the City (or the School District charging fees for City use that would probably equal our current costs).
2. Approve an extension for one year; however, the year would end on June 30, 2006.
3. Approve an extension for two years.

**Attachments**

- A. Resolution Of The City Council Of The City Of Belmont Authorizing The Extension Of A City-School Master Agreement With The Belmont/Redwood Shores School District (the resolution includes the City-School Master Agreement as Exhibit A).

Respectfully submitted,

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Mike Bridges  
Interim Director of Parks  
and Recreation

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Jack R. Crist  
Interim City Manager

**Staff Contact:**

Mike Bridges, Interim Director of Parks and Recreation  
(650) 595- 7442  
[mbridges@belmont.gov](mailto:mbridges@belmont.gov)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT  
AUTHORIZING THE EXTENSION OF A CITY-SCHOOL MASTER AGREEMENT  
WITH THE BELMONT/REDWOOD SHORES SCHOOL DISTRICT**

**WHEREAS**, the City of Belmont desires to cooperate to make the most efficient use of their fields and facilities; and,

**WHEREAS**, it is also recognized that the City's current responsibilities for the maintenance of the Belmont/Redwood Shores School District's athletic fields are the result of the Barrett Settlement Agreement of 1992; and,

**WHEREAS**, the Belmont/Redwood Shores School District has agreed to continue their joint use and maintenance relationship for an additional three years under the terms and conditions of the Agreement attached hereto as Exhibit A; and,

**WHEREAS**, City of Belmont Resolution No. 9274 approved the Agreement for the period from July 1, 2002 for a period of three years.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Belmont hereby authorizes and directs the City Manager to execute said Agreement and directs the City Clerk to affix her signature thereto.

\* \* \* \* \*

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Belmont at a regular meeting thereof held on January 24, 2006 by the following vote:

AYES, COUNCILMEMBERS: \_\_\_\_\_

NOES, COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN, COUNCILMEMBERS: \_\_\_\_\_

ABSENT, COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
CLERK of the City of Belmont

APPROVED:

\_\_\_\_\_  
MAYOR of the City of Belmont

## **CITY-SCHOOL MASTER AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2006 by and between City of Belmont hereinafter called "CITY", and Belmont/Redwood Shores School District hereinafter called "DISTRICT". (DISTRICT and CITY shall be referred to as the Parties.)

### RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

#### Preamble

The CITY and DISTRICT recognize that the number of athletic fields and recreation facilities are limited in the community. This being the case, it is essential that the CITY and DISTRICT cooperate in making the most efficient use of all fields and facilities.

It is also recognized that the CITY's current responsibilities for the maintenance of the DISTRICT's athletic fields are the result of the Barrett Settlement Agreement of 1992.

This agreement is intended to allow for sufficient time for the CITY and DISTRICT to develop a long-range plan for the improvement and maintenance of the athletic fields with the input from the Community.

CITY and DISTRICT will strive to continue to find areas of mutual cooperation for the benefit of the Community.

#### Definitions

DISTRICT and Board of Trustees shall mean, respectively, the Belmont/Redwood Shores School District and Board of Trustees thereof:

CITY and City Council shall mean, respectively, the City of Belmont and City Council thereof.

Community shall mean residents of the City of Belmont and residents of the Belmont-Redwood Shores School District.

#### Minutes of Meetings

Minutes and agendas of the City Council and Parks & Recreation Commission shall be kept and filed with the City Clerk and Superintendent of Schools. Minutes of the Board of Trustees shall be kept and filed with the Superintendent of Schools and the City Clerk. Copies of all minutes and agendas of CITY and DISTRICT shall be supplied to the City Council and Board of Trustees.

#### Cooperative Use of School Facilities

It is acknowledged that the DISTRICT owns, maintains and operates grounds, buildings

and other facilities which, under proper supervision and control, may be used for CITY Park and Recreation Department purposes to better serve the residents of the Community (hereinafter "School Facilities").

The Director of Parks and Recreation of the CITY shall meet at least once a year with the Superintendent of Schools or designee to discuss the cooperative use of School Facilities by the CITY Park and Recreation Department for its programs.

The DISTRICT, in accordance with Education Codes 38130-38139 and Board Policy 1330, shall endeavor to make School Facilities available for CITY Park and Recreation Department purposes.

The DISTRICT shall endeavor to make available to the CITY, for CITY Park and Recreation Department purposes, subject to the approval of the Superintendent, School Facilities including but not limited to, school athletic fields, playgrounds, restrooms, classrooms, multi-use rooms, gymnasiums and storage areas which are suitable for CITY Park and Recreation Department purposes and which are being used for public school purposes.

The DISTRICT will permit the CITY Parks & Recreation Department to conduct activities during and after school hours, weekends, holidays and vacation periods as approved by the Superintendent at School Facilities.

It is understood that the DISTRICT's School Facilities are intended primarily for DISTRICT purposes or other activities authorized by the DISTRICT and that the use of School Facilities for DISTRICT purposes shall have first priority. The CITY Park and Recreation Department programs shall have second priority.

The CITY, in its use of the School Facilities for Park and Recreation Department purposes, shall comply with all DISTRICT rules and regulations of the DISTRICT governing the use of the DISTRICT's School Facilities.

CITY uses, as second priority uses, shall not interfere with the DISTRICT's use of its buildings, grounds and equipment.

For scheduled CITY Park and Recreation Department programs, the CITY agrees to return to the DISTRICT all property, buildings and equipment in substantially the same condition in which they were received. The CITY shall be responsible for damage done to School Facilities resulting from scheduled CITY Park and Recreation Department programs. The CITY shall assume responsibility/liability for all CITY sponsored or approved Park and Recreation Department programs/activities conducted on School Facilities.

The CITY shall be responsible for providing supervision for its Park and Recreation Department programs on School Facilities. It shall be the responsibility of the CITY to pay for the cost of the services of such personnel.

DISTRICT School Facilities may be used by the CITY for Park and Recreation Department programs during hours when DISTRICT personnel are on duty at no additional cost to the CITY. The CITY will be charged for custodial services

when required, at DISTRICT cost, when CITY Park and Recreation Department programs are conducted beyond normal working hours of assigned DISTRICT staff exclusive of the use of the Ralston Middle School Gymnasium.

The DISTRICT shall give at least ten (10) working days notice of any cancellation of any scheduled Park and Recreation Department programs/activities.

The DISTRICT shall provide to the CITY a calendar of school holidays and minimum days for each school site to assist the CITY in scheduling turf maintenance activities.

The CITY shall schedule the four DISTRICT athletic fields for non-school hour organized community activities. The CITY shall conduct four meetings each year to schedule said fields. A representative from the DISTRICT shall attend the scheduling meetings. A copy of the schedules will be provided to the DISTRICT twice each year.

The CITY shall permit public school access to the Cipriani athletic field during the instructional school day for students at Cipriani School.

#### Athletic Field Maintenance

The CITY and DISTRICT shall assume the following maintenance responsibilities for the cost associated with maintenance of the four athletic fields owned by the DISTRICT at Central School, 525 Middle Road, Fox School, 3100 St. James Road, Nesbit School, 500 Biddulph Way, and Ralston Middle School, 2675 Ralston Avenue, Belmont, as more particularly described in Exhibit A attached hereto and incorporated by this reference.

The CITY's responsibilities for maintenance of these four fields shall include:

- Turf maintenance,
- Irrigation system maintenance,
- Baseball backstop and soccer goal maintenance,
- Trash collection,
- Annual payment to the District of \$9,500 for irrigation water bills,
- Meeting two (2) times each year with school principals to discuss field maintenance issues,
- Maintenance of storage containers,
- Maintenance of portable restrooms.

The DISTRICT's responsibilities for maintenance will include:

- Maintenance of all common area landscaping,
- Maintenance and inspection of all backflow devices,
- Maintenance of all perimeter fencing,
- Maintenance of pathways,
- Maintenance of all playground equipment.

Ralston Middle School After School Sports Program

The DISTRICT shall administer and supervise an after school sports program at Ralston Middle School for the DISTRICT's middle school students and Belmont residents not enrolled at DISTRICT middle schools provided the student meets the DISTRICT's appropriate grade requirements ("The Program").

The DISTRICT shall establish a budget and consult with the CITY regarding the annual schedule of fees for the operation of The Program. The CITY shall accept registration forms, collect fees and distribute to the DISTRICT the fees collected. Fees shall be kept as reasonable as possible without compromising the program's ability to recruit qualified staff and officials and meet the budget needs of the program.

#### Summer School/Enrichment Program

The DISTRICT and CITY shall jointly operate a Summer School and Enrichment Program.

The DISTRICT and CITY shall meet at least once each year to plan, schedule and evaluate the Summer School and Enrichment Program.

The DISTRICT shall provide school facilities for the Summer School and Enrichment Program.

The DISTRICT shall administer and supervise the Summer School and Enrichment Program.

The DISTRICT shall establish a budget and consult with the CITY regarding the hourly salaries for class instructors, class fees and expenses for the operation of the Enrichment Program.

The DISTRICT shall accept class registration forms. The Summer School secretary, as a part of the Enrichment Program responsibilities, shall collect and distribute to the CITY fees for the Enrichment Program.

The fees collected shall cover all Enrichment Program costs and expenses, with no net loss to the CITY or DISTRICT.

The CITY shall reimburse the DISTRICT for its share of program costs, including the salary of the program secretary, program principal, class instructors, custodial maintenance and program supplies.

#### Use of Ralston School Gymnasium

The DISTRICT shall make the Ralston School Gymnasium available for CITY Park and Recreation Department program (hereinafter the "Gym").

The DISTRICT and CITY shall meet annually to establish a schedule for CITY Park and Recreation Department access to the Gym. The schedule shall provide for a minimum of 500 hours annually for such access.

The DISTRICT and CITY shall discuss and coordinate the work hours of DISTRICT staff to supervise the Gym.

The CITY shall pay an annual fee of \$10,000 for access to the Gym. This fee is to offset the costs to the DISTRICT of operating, supervising and scheduling the Gym.

#### Improvements or Alterations

The CITY shall not make any improvements or alterations to DISTRICT property without the written permission of the DISTRICT. Responsibility for the costs of any improvements or alterations agreed to shall be made in writing by the Parties prior to the commencement of any work.

DISTRICT shall inform the CITY of any proposed improvements, alterations or changes of use to the DISTRICT athletic fields.

#### Duration of the Agreement

This agreement shall be in effect for three (3) years, commencing on July 1, 2005 and ending on June 30, 2008.

The agreement may be extended annually thereafter for a maximum of three (3) years by mutual consent of the Parties.

#### Termination

This agreement may be terminated by either party by written notification given in June for termination one year hence.

#### Insurance

CITY and DISTRICT shall provide, at their own expense, insurance against personal injury, wrongful death and property damage occurring on the premises of the DISTRICT arising out of and in connection with the use of the DISTRICT's property and School Facilities, excluding school uses, of not less than five million (\$5,000,000) dollars. Each of the Parties shall name the other with a certificate of insurance reflecting the above.

CITY and DISTRICT shall not commence usage under this Agreement until all insurance required hereunder has been obtained. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the other party of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurances shall be with insurance carriers that are licensed and in good standing in the State of California, and have a BEST CO. rating of A-10 or better.

#### Mutual Hold Harmless

It is agreed that CITY shall defend, hold harmless and indemnify DISTRICT, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property which result from the negligent acts or omissions of CITY, its officers, agents and/or employees, in the performance of this Agreement.

It is further agreed that DISTRICT shall defend, hold harmless and indemnify CITY, its

officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property which result from the negligent acts or omissions of DISTRICT, its officers, agents and/or employees, in the performance of this Agreement.

In the event of the concurrent negligence of CITY, its officers, agents and/or employees, and DISTRICT, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this agreement shall be apportioned under "California's Theory of Comparative Negligence" as presently established, or as may be hereafter modified.

#### Notices

Notices regarding this agreement shall be mailed to the following address:

To City:                   City of Belmont  
                                  City Manager  
                                  1070 Sixth Avenue  
                                  Belmont, CA 94002

To District:               Belmont/Redwood Shores School District  
                                  Superintendent  
                                  2960 Hallmark Drive  
                                  Belmont, CA 94002

#### Exclusions

This agreement shall terminate and supersede any prior CITY/DISTRICT Facility Use Agreements on the same subjects between the parties.

#### Authorization and Termination.

This Agreement becomes effective when endorsed by all parties in the space provided below.

#### Relationship of Parties.

It is understood that no employment relationship is created between the departments or their employees pursuant to this Agreement.

#### Non-Assignment.

This Agreement is not assignable either in whole or in part.

#### Amendments.

This Agreement may be amended or modified only by written agreement signed by both parties.

#### Validity.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect

the validity of any other provision of this Agreement.

Governing Law.

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable expenses of litigation of the successful party.

Mediation.

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. No party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached, no party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.

Entire Agreement.

This document comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: \_\_\_\_\_

CITY OF BELMONT

\_\_\_\_\_  
City Manager

Dated: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

Dated: \_

BELMONT/REDWOOD SHORES  
SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent

Dated: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
District's Attorney

