



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www.CityofSacramento.org

CONSENT
February 17, 2009

Honorable Mayor and
Members of the City Council

Title: Master Joint Use Agreement: Natomas Unified School District

Location/Council District: Council District 1

Recommendation: Adopt a **Resolution:** 1) authorizing the City Manager or the City Manager's designee to terminate the existing master joint use agreement with the Natomas Unified School District (City Agreement No. 2001-195); and 2) authorizing the City Manager or the City Manager's designee to execute a new master joint use agreement with the Natomas Unified School District allowing use of each others' facilities.

Contact: David Mitchell, Operations Manager, Parks and Recreation Department, 808-6076

Presenters: N/A

Department: Parks and Recreation

Division: Recreation Administration

Organization No: 19001411

Description/Analysis

Issue: The City of Sacramento has had a master joint use agreement with the Natomas Unified School District (the District) and its predecessor district since at least 1982 allowing use of each others' facilities. The most recent agreement was signed in October 2001. As a result of management changes in both organizations, it was thought to be appropriate to review the existing agreement, make necessary changes and reaffirm the goal of maximizing the use of public facilities. City Council approval of the new agreement is required.

Policy Considerations: Staff's recommendation is consistent with policies in the City Council-adopted 2005-2010 Parks and Recreation Master Plan regarding formalizing partnership agreements with a broad range of public and private entities.

Commission/Committee Action: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have any significant effect on the environment and that do not constitute a "project," as defined by the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability Considerations: The joint use of public facilities may lead to the construction and operation of fewer facilities, achieving sustainability goals for both public agencies in terms of savings of land and energy.

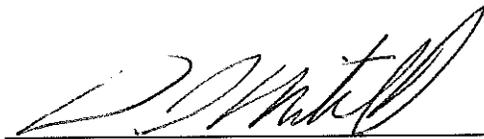
Rationale for Recommendation: As described in Attachment 1, the new version of the master joint use agreement differs little from the prior version. The City and the District have priority rights to use most of each other's facilities, generally without charge, as long as the agency owning the facility has its needs met first. The new version continues from year to year unless terminated.

Separate agreements exist for specific facilities or programs, such as for the Sacramento START program's daily use of several elementary schools and for the Natomas High School swimming pool. The master joint use agreement does not affect these separate agreements. Additional separate agreements may continue to be negotiated when circumstances for unique conditions exist.

Financial Considerations: No financial support is requested. There is no change in finances from the prior agreement. Any revenue the City would have received for use of its facilities by the District is offset by the savings provided to the City when using District facilities.

Emerging Small Business Development (ESBD): Not applicable.

Respectfully submitted by:



David Mitchell
Operations Manager

Approved by:



James L. Combs
Director of Parks and Recreation

Recommendation Approved:


for Ray Kerridge
City Manager

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Attachment 1

Background

The City of Sacramento has master joint use agreements with many school districts. Records show a prior agreement with the Natomas Union School District from 1982. The most recent agreement with the Natomas Unified School District, the successor to the Natomas Union School District, is dated October 2001.

The master joint use agreement allows the City and District to have priority rights to use most of each other's facilities, generally without charge, as long as the agency owning the facility has its needs met first. When using each other's facilities, the user is responsible for providing staff to supervise the activities. In addition, necessary out-of-pocket expenses related to use of a facility, such as security, portable toilets and extra clean-up, are the responsibility of the user.

The City and District agree to meet regularly to review the terms of the agreement, to develop a master calendar of uses, to discuss and resolve operational issues and undue impacts, and to identify resources and capital and equipment needs that will facilitate enhanced joint and public use.

Certain facilities are excluded from the joint use requirements. These include the Convention Center, golf courses, parking lots, Sacramento Softball Complex, Camp Sacramento, Natomas High School theater and Natomas Charter School gymnasium.

Separate agreements exist for specific facilities or programs, such as for the Sacramento START program's daily use of several elementary schools, for the joint use and operation of the Natomas High School swimming pool and for the development and joint use of park and recreation facilities at Leroy Greene Middle School. The master joint use agreement does not affect these separate agreements. Additional separate agreements may continue to be negotiated when circumstances for unique conditions exist.

The agreement is available for review in the City Clerk's Office.

RESOLUTION NO.

Adopted by the Sacramento City Council

**APPROVING THE EXECUTION OF A MASTER JOINT USE AGREEMENT
WITH THE NATOMAS UNIFIED SCHOOL DISTRICT**

BACKGROUND

- A. The City of Sacramento has had a master joint use agreement with the Natomas Unified School District (the District) and its predecessor district since at least 1982 allowing use of each others' facilities. The most recent agreement (City Agreement No. 2001-195) was signed in October 2001. As a result of management changes in both organizations, it was thought to be appropriate to review the existing agreement, make necessary changes and reaffirm the goal of maximizing the use of public facilities.
- B. Under the proposed agreement, the City and the District have priority rights to use most of each other's facilities, generally without charge, as long as the agency owning the facility has its needs met first. The new version of the master joint use agreement differs little from the prior version.
- C. Separate agreements exist for specific facilities or programs, such as for the Sacramento START program's daily use of several elementary schools and for the Natomas High School swimming pool. The master joint use agreement does not affect these separate agreements. Additional separate agreements may continue to be negotiated when circumstances for unique conditions exist.
- D. No financial support is requested. There is no change in finances from the prior agreement. Any revenue the City would have received for use of its facilities by the District is offset by the savings provided to the City when using District facilities.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

- Section 1. The City Manager or the City Manager's designee is authorized to terminate the existing master joint use agreement with the Natomas Unified School District (City Agreement No. 2001-195).
- Section 2. The City Manager or the City Manager's designee is authorized to execute a new master joint use agreement with the Natomas Unified School District allowing use of each others' facilities.