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NEIGHBORHOODS, PLANNING AND  
DEVELOPMENT SERVICES DEPARTMENT

CITY OF SACRAMENTO  
CALIFORNIA

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November 6, 1999



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City Council and  
Sacramento City Unified School District Board of Education  
Sacramento, California

Honorable Members in Session:

**SUBJECT: APPROVAL OF AN UPDATED JOINT USE AGREEMENT  
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND THE CITY OF SACRAMENTO**

**LOCATION AND COUNCIL DISTRICT:** Citywide

### RECOMMENDATIONS

This joint report recommends that the City Council and the Sacramento City Unified School District Board of Education approve the updated joint use agreement between the City and Sacramento City Unified School District (SCUSD).

**CONTACT PERSON:** Ralph Pettingell, Recreation Manager, 264-8197  
Evan Lum, Asst Superintendent, 264-3280

**FOR COUNCIL AND BOARD MEETING OF:** November 30, 1999

### SUMMARY

This report requests approval of an updated joint use agreement between the City of Sacramento and SCUSD.

### COMMITTEE/COMMISSION ACTION

The updated joint use agreement has been reviewed and discussed with the Parks and Recreation Citizens Advisory Committee.



*building better neighborhoods block by block*

[www.sacto.org/npds/](http://www.sacto.org/npds/)

## **BACKGROUND**

For over 36 years, Sacramento City Unified School District and the City of Sacramento have had a cooperative relationship of reciprocal facility use through a joint use agreement. This agreement has been mutually beneficial in that the City has provided recreation and afterschool programs at school sites and SCUSD has had access to city facilities for training, field trips, etc. This relationship was not without its challenges, particularly as both agencies suffered budget constraints.

Over the past five years, both agencies have shifted their focus to become more responsive to neighborhood needs and serving our common constituencies. Successful collaborative efforts have served to forge a partnership of improved understanding of each others challenges and development of a common vision. In response to this new way of working together, the SCUSD Board of Education and City Council directed staff to develop a revised joint use agreement based on the following principles:

- **Maximize limited resources.**  
SCUSD and the City seek to maximize the use of public facilities and limited resources.
- **Public accessibility/programming based on need.**  
Public facilities should be accessible to the public and the use and programming of schools and community centers should be based on the needs and strengths of the student body and the community surrounding the facility.
- **Flexible and innovative approach.**  
Improving the implementation around joint use of facilities and broadening the concept of how public facility space can be used will require flexibility and new and innovative thinking.
- **Sharing of costs.**  
Additional costs from joint use and community access should be shared between SCUSD and the City.
- **Common vision.**  
There should be a common vision around joint use and community access. The vision should be developed by SCUSD, the City, the school sites, parents, students, union representatives and the community.
- **Mutually beneficial and clear roles.**  
The goals, implementation plan and joint use agreement should be mutually developed and mutually beneficial with the roles of each entity (SCUSD, City, school sites, community) clearly defined, regular opportunities for communication established and operational areas of mutual interest identified including areas where mutual decision making or input will be sought.
- **Notification of actions.**  
The actions of one agency can have unintended effects on the other agency or the neighborhood. The joint use agreement shall delineate areas where each agency shall consult with each other, and possibly neighborhood groups, before taking action (e.g. external physical modifications to a building).

Based on these principles, staff has revised the joint use agreement to better reflect our common purpose and provide mutual support and opportunity to expand the partnership further.

Key highlights of the updated joint use agreement include:

- No rental fee for use of each others facilities that are covered by the current joint use agreement.
- Payment for maintenance and supplies for use beyond normal hours and other out-of-pocket expenses (e.g. security) will be the responsibility of the user.
- Direct partners concept  
As a pilot effort, the 'Direct Partners' concept has been incorporated into the joint use agreement to facilitate use of these facilities by groups that currently are unable to utilize them due to insurance requirements or other issues. As a 'Direct Partner', groups that currently work in partnership with our agencies can get access to the indoor facilities under the terms and conditions of the joint use agreement. For example, a neighborhood association that is determined to be a direct partner of the City could request a use permit for a school multipurpose room. The City, acting on behalf of the direct partner, would request the facility use permit from the School District. The City's liability insurance would provide the insurance requirement for the facility use. A Direct Partner application and training process is being formulated with details included in Exhibit A. This concept would be formally implemented in Spring 2000 following approval of the joint use agreement. The concept does not apply to outdoor facility use.
- Improved communication  
The joint use agreement requires meetings twice a year to develop a master calendar for use of the facilities under joint use. It is anticipated that staff from both agencies will meet at least quarterly to proactively address issues relative to the joint use agreement and in the interest of maintaining ongoing open communication.
- Flexibility in scheduling site staff  
As part of the master calendaring noted above, a custodial services and supplies plan will be developed to scheduling adjustments where feasible and reduce additional costs to users.
- Support for capital and maintenance needs  
The agreement calls for SCUSD and the City to jointly identify resources and capital/equipment needs that will facilitate enhanced joint and community use.

The approval of the updated joint use agreement is one more building block in our partnership and in moving toward the common vision of community access (Exhibit B).

Detail on the community access concept and our progress in that area are detailed in a companion report.

## **FINANCIAL CONSIDERATIONS**

This report does not request additional financial support. The need to provide an ongoing source of funding for replacement and repair of equipment will be considered City Council during the midyear hearing.

Under the new joint use agreement, both agencies and their direct partners would not pay facility rental fees. Based on current and anticipated usage, the reduced revenue is expected to be insignificant.

## **ENVIRONMENTAL CONSIDERATIONS**

There are no environmental considerations associated with this report.

## **POLICY CONSIDERATIONS**

There are several policy considerations for the Board and the City Council to consider in taking action on this report:

### Direct Partner Concept

Because this concept is an untested area, staff is recommending that it be implemented on a pilot basis and regularly reviewed. Providing liability coverage to partner groups is not dissimilar to coverage of volunteer activities. A screening and training program is being developed to limit possible abuses that might occur as a result of this concept.

### Joint Use Access to Other City Facilities

The proposed joint use agreement does not include city facilities that are self supporting such as the Convention Center and Memorial Auditorium, golf courses, city owned parking lots, etc. It also does not include quasi-government facilities operated by non-profit organizations such as the Zoo, Crocker Art Museum, Discovery Museum, etc.

As part of the proposed agreement, both entities agree to explore the possibility of some joint use access to these facilities. Currently, the City provides discounts to schools for access to these City facilities. Admission to the Zoo and Fairytale Town is provided at 60-70% below regular rates, the Crocker Art Museum provides free admission to public schools within the city limits and the Convention Center offers a discounted 'non-profit' rate to school districts for use of the Convention Center and Auditorium for events such as graduations.

### Capital Improvement Projects

The proposed joint use agreement calls for SCUSD and the City to jointly identify resources and capital/equipment needs that will facilitate enhanced joint and community

use. In addition to capital projects, an ongoing source for minor maintenance, replacement and repair of equipment needs to be addressed.

Consideration of capital needs under joint use will be incorporated into the proposal for City Council consideration when staff reports back on the Community Schools Program approved as part of the General Fund Capital Improvement Budget.

**ESBD EFFORTS**

Not applicable.

Respectfully submitted,



Ralph Pettingell *RP*  
Recreation Manager

APPROVED:



ROBERT P. THOMAS  
City Manager

**SCUSD/CITY OF SACRAMENTO JOINT USE AGREEMENT  
OVERVIEW OF DIRECT PARTNERS CONCEPT**

**Concept:** In order to facilitate access to the public facilities of SCUSD and the City by key community partners and organizations that critical to accomplishing the mission of either agency, the concept of 'Direct Partners' under the revised Joint Use Agreement was conceived. As a 'Direct Partner', an organization would have access through their partner agency to the joint use facilities and would be considered an 'agent' of their partner agency.

**Definition of Direct Partner:** Direct Partners would be identified by their partner agency but generally are defined as community associations, neighborhood groups, other organized groups that have an existing relationship with the agency and are a critical partner in accomplishing the mission of that agency. Examples of Direct Partners might be PTA groups, Neighborhood Associations, Community Based Organizations.

**Specific Points of Direct Partner Facility Use**

- ▶ Direct Partner facility use will be limited to indoor facilities only as the first pilot of this concept. It is anticipated that Direct Partner facility use will be primarily for purposes of group meetings and comparable activities.
- ▶ Direct Partners' will be considered agents of their partner agency and will be covered by that agency's liability insurance during facility use under the joint use agreement.
- ▶ Direct Partners will be required to go through an application, approval and training process prior to receiving Direct Partner designation.
- ▶ Direct Partners must identify responsible parties that will be present during any facility use.
- ▶ Direct Partners will be required to attend a training session on the rules and requirements of facility usage.
- ▶ Direct Partners will sign a Memorandum of Understanding with their partner agency outlining requirements, restrictions and expectations of the Direct Partner facility use.
- ▶ Per the revised Joint Use Agreement, any abuse of facilities usage will result in revocation of Direct Partner status.

***PARTNERING FOR THE FUTURE (Exhibit B)***

**Sacramento City Unified School District**

**City of Sacramento**

**BUILDING BLOCKS OF THE PARTNERSHIP**

**2000**

**BUILDING BLOCK 4  
COMMUNITY ACCESS**

**NOW**

**BUILDING BLOCK 3  
SPECIFIC MOUs (Programs, projects)**

**NOW**

**BUILDING BLOCK 2  
FORMAL MASTER AGREEMENT**

**APPROVED**

**BUILDING BLOCK 1  
AGREEMENT TO PURSUE  
A STRONGER PARTNERSHIP**