

# STAFF REPORT



ITEM NO. 14  
CITY OF OCEANSIDE

DATE: January 9, 2008  
TO: Honorable Mayor and City Councilmembers  
FROM: Economic and Community Development Department/Property Management  
SUBJECT: **JOINT USE AGREEMENT WITH OCEANSIDE UNIFIED SCHOOL DISTRICT**

## **SYNOPSIS**

Staff recommends that the City Council approve a joint use agreement with the Oceanside Unified School District ("OUSD") for park and recreation and school facilities, and authorize the City Manager to execute the agreement.

## **BACKGROUND**

Chapter 10 of Part 7 of Division 1, Title 1 of the Education Code (Section 10900, *et seq.*) authorizes school districts and cities to organize, promote and conduct community recreation programs and activities. Section 10905 authorizes these governing bodies to enter into agreements with each other to promote the health and general welfare of the community and contribute to the attainment of general recreational objectives for children and adults within the community.

Over the years the City and OUSD have shared the use of each other's facilities under such an agreement (the latest expired on August 31, 2007) to provide better utilization of school buildings, athletic facilities, parks, beaches, and other recreational areas. The shared use of these facilities provides a cost saving to the taxpayers by avoiding the duplication of facilities and services.

Prime examples of the use of each others facilities are youth soccer and football organizations use of school grounds and the use of City pools by school swim teams, beaches by school surf teams, and school graduations at the amphitheater.

## **ANALYSIS**

The terms of a new joint use agreement for the shared use of City and OUSD facilities has been negotiated by respective staff members, including facility and program managers. The term of the agreement runs from September 1, 2007, through August 31, 2012.

City-sponsored activities, events and programs at City facilities take priority over OUSD-sponsored activities and programs, and events by other groups shall have third priority.

Likewise, OUSD-sponsored activities, events and programs at OUSD facilities shall have priority over City programs and activities.

Scheduling of events, maintenance, rejuvenation, and renovation activities shall be coordinated by City and OUSD staff comprising a joint use committee to avoid conflict between each party's use and maintenance of its facilities. The proposed agreement also sets forth the obligations and responsibilities of the City and OUSD with regard to Mance Buchanan Park and Martin Luther King, Jr., Middle School, as set forth in Exhibit "C" of the agreement.

Each party may establish reasonable rules and regulations for the use of its facilities by the other party in compliance with applicable law and regulations.

On November 13, 2007, the School Board considered and approved the agreement. Therefore, it would be appropriate that the agreement also be approved by the City Council to continue the long-established practice of sharing the use of each other's facilities and economically providing recreational and social activities to the citizens.

#### **FISCAL IMPACT**

The owner of the facility may charge the user for actual expenses incurred by the owner for the use of its facilities. Such charges may include, but not be limited to, services provided by owner's personnel employed by the user before, during and after a particular activity, custodial services and other maintenance expenses.

#### **INSURANCE REQUIREMENTS**

No specific insurance requirements are stated in the proposed agreement. However, City and OUSD shall reciprocally indemnify each other against liability for claims of damages or injury to property and person arising out of the use of the other party's facilities. Additionally, the user of a facility shall be responsible for any damages caused to the owner's property during its use by the other party.

#### **COMMISSION OR COMMITTEE REPORT**

The Parks and Recreation Commission has been apprised of the pending renewal of the agreement. However, no formal action was taken nor a recommendation made.

#### **CITY ATTORNEY'S ANALYSIS**

The referenced document has been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that the City Council approve the joint use agreement with the Oceanside Unified School District for park and recreation and school facilities, and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:

  
\_\_\_\_\_  
William F. Marquis  
Senior Property Agent

  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

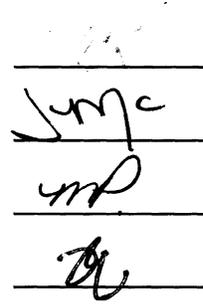
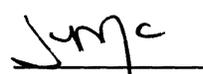
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Jane McVey, Economic and Community Development Director

Margery Pierce, Neighborhood Services Director

Douglas E. Eddow, Real Property Manager

  
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**JOINT USE AGREEMENT FOR PARK AND RECREATION AND  
SCHOOL FACILITIES BETWEEN CITY OF OCEANSIDE AND  
OCEANSIDE UNIFIED SCHOOL DISTRICT**

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of September, 2007 (the "Effective Date"), by and between the CITY OF OCEANSIDE, a municipal corporation in and of the State of California, herein after referred to as "City", and the OCEANSIDE UNIFIED SCHOOL DISTRICT, a unified school district organized and operating under Section 35000, *et seq.*, of the State of California Education Code, in San Diego County, California, hereinafter referred to as "District".

WHEREAS, school districts and cities are authorized by Chapter 10 of part 7 of Division 1, Title 1 of the Education Code (Sections 10900, *et seq.*) to organize, promote and conduct community recreation programs and activities within or without their territorial limits;

WHEREAS, said governing bodies are authorized to enter into agreements with each other, pursuant to Education Code Section 10905, to promote the health and general welfare of the community and contribute to the attainment of general recreational objectives for children and adults within the community;

WHEREAS, the joint use of facilities provides better utilization of school buildings, athletic facilities, parks, beaches, and other recreation areas, and avoids duplication of facilities;

WHEREAS, it is the desire of the City and the District that the costs of such use and services to the taxpayers of the City and the District be without financial profit to either the City or the District, and that such costs be consistent with the effective administration of the affairs of the City and the District;

WHEREAS, the City's mission is to enhance the quality of life through outstanding service to its diverse community; and

WHEREAS, the District's mission is to ensure that every student graduates and has the ability to succeed in a global community.

NOW, THEREFORE, in consideration of which and other valuable consideration the City and the District do mutually agree to cooperate with each other as follows:

**1. Purpose of Agreement.** The purpose of this Agreement is to promote the health and general welfare of the community and contribute to the attainment of the general recreational, educational, and cultural objectives for children and adults within the community by the joint use of school buildings, athletic facilities, parks, beaches, and other recreation areas, and the avoidance of duplication of facilities.

**2. Public Purpose.** The City and the District have determined that the provisions of this Agreement are for a public purpose and in the furtherance of the public purposes of the City and the District.

**3. Definitions.** For the purpose of this Agreement the following terms and phrases shall have the following definitions and meanings:

"Affiliated Events" shall mean any event sponsored by other entities, allied or united, with direct participation by the City or the District that are associated with the goals set forth in this Agreement.

"Board of Education" shall mean the Board of Education of the Oceanside Unified School District.

"City Council" shall mean the City Council of the City of Oceanside.

"City Property" shall mean and include, but not be limited to, real property, parks, playgrounds, athletic facilities, pools, community centers, park and recreation facilities, other indoor or outdoor public areas where recreation activities may take place, and parking lots.

"City Sponsored Events" shall mean any event, proceeding or activity organized, promoted, conducted or supported by the City, for the purpose of community recreation and/or education.

"District Property" shall mean and include, but not be limited to, the real property, school buildings, athletic facilities, parks, pools, playgrounds, theaters, gymnasiums, similar indoor and outdoor facilities where recreation activities may take place, and parking lots.

"District Sponsored Events" shall mean any event, proceeding or activity organized, promoted, conducted or supported by the District, for the purpose of community recreation and/or education.

"Owner" shall mean the party, either the City or the District that owns the property or facility.

"User" shall mean the party, either the City or the District their sponsored or affiliated groups, entities and agencies that is using the Owner's property or facility.

**4. Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.

**5. Term of Agreement.** The term of this Agreement shall be for a period of five (5) years, commencing on September 1, 2007 and expiring on August 31, 2012, unless otherwise terminated earlier pursuant to the provisions of this Agreement.

**5.1. Renewal of Term.** Provided that this Agreement is in full force and effect and has not been earlier terminated prior to the expiration of the term hereof as pursuant to the provision therefore as contained in the Agreement, staff of the City and the District shall, at least one hundred twenty (120) days prior to the expiration of the term hereof, meet and confer on the terms and conditions for the renewal or extension of this Agreement. Any renewal or extension of the term of this Agreement must be in writing and approved by the City Council and the Board of Education. Notwithstanding anything

contained herein to the contrary, scheduling shall be achieved before the end of the term hereof and an agreement reached by both parties prior to the expiration of the term hereof to determine whether it is in the best interest of both parties to continue or discontinue the joint use of the City Property and the District Property for the uses and purposes set forth herein or any other uses.

**6. Cooperation.** The City and the District hereby agree to cooperate in coordinating programs and activities, including maintenance schedules, conducted on all of their respective properties and in all of their properties and facilities as listed on Exhibit "A" ("City Property") and Exhibit "B" ("District Property"), respectively attached hereto and incorporated herein by reference, together with any and all future properties and facilities which may be acquired or constructed and made a part of either the City Property or the District Property during the term of this Agreement, so as to avoid conflicting or competing uses. For the purpose of this Agreement, any property and/or facility acquired or constructed by the respective party during the term of this Agreement shall automatically and administratively be added to and included in the respective Exhibit "A" or Exhibit "B" without a formal amendment to this Agreement by the City Council and the Board of Education, provided that the use of such new property or facility is intended for the uses and purposes set forth in this Agreement.

**7. Joint Use.**

**7.1 Joint Use Committee.** A joint use committee (the "Joint Use Committee") shall be established composed of a panel of a minimum of four (4) members with an equal number of members from each party hereto, at least one member from each party shall be a facilities maintenance supervisor. Members representing the City shall be appointed by the City's Neighborhood Services Director and members representing the District shall be appointed by the District's Superintendent or designee, or their respective counterparts. The chair of the Joint Use Committee shall rotate on an annual basis with a City representative serving the first year and a District representative serving the second year, and so forth. The chair shall be elected by a simple majority of the members of the Joint Use Committee. The Joint Use Committee shall convene at least once annually, on or before June 30<sup>th</sup> of each year during the term hereof, or as often as the Joint Use Committee shall deem necessary, to schedule the use of City Property and the District Property and review matters governed by this Agreement.

**7.2 Priority of Use.** City and District hereby grant to each other priority in the use and occupation of the properties listed on Exhibit "A" and "B" for the purposes and on the terms and conditions stated in this Agreement.

**7.2.1** In scheduling the use of the City's Property, City and City-sponsored Events or Affiliated Events, activities and programs shall have first priority, District-sponsored Events or Affiliated Events, activities and programs shall have second priority, and all other events by other groups, entities or agencies shall have third priority.

**7.2.2** In scheduling the use of the District's Property, District and District-sponsored or Affiliated Events activities and programs shall have first priority, City-sponsored Events or Affiliated Events, activities and programs shall have second priority, and all other events by other groups, entities and agencies shall have third priority.

**8. Master Schedule and Use of Facilities.** A mutually agreed upon master schedule of the dates and times ("Master Schedule") for the use of the City Property and the District Property shall be established in advance at meetings of the Joint Use Committee. The Master Schedule shall be arranged to avoid conflict between City and District use and to protect the real and personal property involved. The Master Schedule shall also set forth the dates and times that the turf areas of the City Property and District Property will be placed out of use for annual renovation and rejuvenation.

**8.1. Compliance with Law.** The use of District Property shall be in accordance with regular procedures as established by the District in granting requests for use of District facilities, pursuant to Chapter 10 of Part 7 of Division 1, title 1, Section 10900, *et seq.*, of the Education Code of the State of California and the policies, rules and regulations of the Board of Education. Neither the Master Schedule, nor any portion of this Agreement shall require or allow use of District Property contrary to the Civic Center Act (Education Code Section 38130, *et seq.*); Article 9, Section 6 of the California Constitution, or other laws governing school property.

**8.2 Statement of Information.** City agrees to require the Statement of Information, specified by Education Code Section 38136, from individuals, societies, groups, or organizations making recreational use of the facilities on District Property, supervised by City. User agrees that it will ensure compliance with all applicable laws, ordinances, rules and regulations of any public authority, as now or hereafter enacted or amended, as they relate to or affect the District Property or its use thereof.

**8.3 Use of City Property.** The use of City Property shall be in accordance with applicable laws and regulations of the State of California and the City of Oceanside. User agrees that it will insure compliance with all applicable laws, ordinances, rules and regulations of the City of Oceanside and any public authority, as now or hereafter enacted or amended, as they relate to or affect the use of the City Property, or its use thereof.

**9. Installation of Equipment, Facilities, or Improvements.** District and City agree that User may install sprinkler systems, turf, lighting, fencing and equipment that is not in conflict with Owner's use on areas selected by the User upon prior written approval by the Owner of the location, plans and specifications for the placement of all such equipment, facilities and permanent improvements upon Owner's property, which approval shall not unreasonably be withheld.

**9.1 Cost of Improvements.** Any installation of equipment or construction on Owner's property for community recreational purposes shall be at User's cost or proportionally shared by the User and the Owner if mutually agreed upon in writing. The cost of maintaining such improvements and facilities shall be borne proportionately by the User and the Owner as determined by the relative use of the facilities.

**9.2 Use, Maintenance and Payment Agreement.** Prior to the construction of any facilities on Owner's property, User shall enter into a separate agreement, which shall be an addendum to this Agreement, regarding use, maintenance and payment for the facilities. Both District and City agree to maintain such facilities and their surrounding areas in good condition during the period of their respective use whether as Owner or User.

**9.3 Removal of Property.** The Owner may request that a User remove its property from the Owner's premises with a written request delivered pursuant to Section 20 hereof. The User shall remove the property no later than one hundred eighty (180) days after the issuance of the written notice.

**9.4 Removal of Personal Property and Improvements.** It is agreed that all User owned personal property, as well as other improvements erected in or upon any Owner property (even though they may be attached to the realty), may be removed by the User upon thirty (30) days written notice to Owner, unless otherwise agreed to in the addendum to this Agreement referenced in Section 9.2 above. User shall also see that any such removal of property is effected before the expiration of the term of this Agreement and that all damage caused to Owner's property by such removal shall be repaired by User to the reasonable satisfaction of the Owner. It is further agreed that the District and the City shall have the same rights and obligations concerning the use of the other's facilities.

**10. Supervision.** User shall provide an adequate number of competent personnel to supervise all activities on Owner's property. However, Owner may reject an employee or representative of User if it determines in its sole discretion that such employee or representative lacks proficiency or skill. Prior to exercising that discretion, Owner shall provide reasonable notice and afford User an opportunity to correct the situation. In no event shall Owner be responsible or liable for User's failure to provide adequate or competent supervision of activities.

**11. Enforcement.** User shall have responsibility for providing adequate supervision and, for enforcing all rules, regulations, and ordinances governing the use of the Owner's property.

**12. Supplies.** User will furnish and supply all expendable materials necessary to carry on community programs for all areas while using Owner's property, unless otherwise mutually agreed upon.

**13. Maintenance of Property.** User agrees to exercise care in the use of and to repair any damage to Owner's property which occurs while utilizing the facilities of Owner, except for damage arising from ordinary wear and tear. User shall promptly report to Owner any defects discovered on Owner's property or the facilities contained thereon.

**13.1 Trash Disposal.** User shall during the time of its use keep Owner's property and facilities in neat order; shall promptly remove all trash, refuse, garbage, and debris of any kind from Owner's property during the term of this Agreement; shall provide a sufficient number of receptacles in the area for trash disposal; and shall post signs designed to prohibit littering. In addition, User shall during the time of its use systematically and periodically clean the floors and restroom facilities of Owner's property.

**13.2 Inspection of Property.** City and District or their representative shall have the right to enter upon their respective properties and facilities that are being used by the other party or its Users pursuant to this Agreement for the purpose of examining, inspecting and determining whether City or District has complied with the obligations enumerated in this Agreement, including care and maintenance, as well as repair or improvement of the Owner's property when necessary.

**13.3 Mance Buchanon Park and Martin Luther King, Jr., Middle School.**

Notwithstanding anything to contrary contained in this Agreement, City and District agree to perform maintenance and other duties at Mance Buchanon Park and Martin Luther King, Jr., Middle School as set forth in the schedule marked Exhibit "C", attached hereto and incorporated herein.

**14. Payment for Use of Facilities.** User agrees to pay Owner all costs and expenses incurred by Owner for facilities, services and/or utilities used by User in connection with Owner's property including, but not limited to, payment of services for all personnel of Owner employed by User, custodial costs and other maintenance expenses. Such costs and expenses shall be estimated by Owner prior to the use of the facility by User, shall be due and payable by User within thirty (30) days after receipt of invoice from Owner and shall not exceed the actual costs and expenses incurred.

**15. Assignment.** Neither City nor District shall sell, assign, or sublease its rights under this Agreement without the prior written consent of the other party. Consent to an assignment in one instance shall not be a waiver of the right to withhold consent to a subsequent request.

**16. Default.** Failure of any party to comply with any term or condition or fulfillment of any obligation of this Agreement within thirty (30) days after written notice from the other party shall constitute a default. Such written notice shall specify the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, the defaulting party shall be deemed to have cured the default if it commences correction of the default or failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as reasonably practicable.

**16.1 Minor Defaults.** Defaults caused by failure to clean, repair, maintain and secure are deemed minor and will be referred for immediate resolution to the District Administrator for defaults affecting District Property or facilities and the City's Real Property Manager for defaults affecting City Property or facilities.

**17. Indemnification.** Insofar as it is legally authorized, User will at all times protect, indemnify, and defend Owner against any and all loss, cost, damage, or expense arising from any accident or other occurrence to persons or property on or about Owner's property which occur while User has control of Owner's property.

**17.1 Indemnity by City.** Insofar as it is legally authorized, City shall hold free and harmless, indemnify and defend, District, members of the Board of Education, its employees, officers and agents, and each of them, while acting as such, from all claims, loss, damages, costs, expenses or liability which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of any defective or dangerous condition of any grounds, sites, buildings, equipment, play areas, recreation facilities or other improvements location on City Property, or participation in any activity carried out or sponsored by City, and further, City shall be responsible for any and all damages to property caused as a direct result of any City sponsored activity being conducted on District Property by City. However, City shall not indemnify District whether District's sole, active and exclusive negligence or willful misconduct is the cause of any claim, demand, cause of action, damage, cost,

expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss, or liability.

**17.2 Indemnity by District.** Insofar as it is legally authorized, District shall hold free and harmless, indemnify and defend, City, members of the City Council, boards or commissions, its employees, officers and agents, and each of them while acting as such, from all claims, loss damages, costs, expenses or liability, which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of any defective or dangerous condition of any grounds, sites, buildings, equipment, play areas, recreational facilities or other improvements located on District Property, or participation in any activity carried out or sponsored by District, and further, District shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on City Property by District. However, District shall not indemnify City where City's sole, active and exclusive negligence or willful misconduct is the cause of any claim, demand, cause of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.

**18. Financial Responsibility.** Each party shall carry adequate property damage and public liability insurance or be otherwise financially responsible in an amount sufficient to reasonably protect the Owner's property, facilities and activities set forth in this Agreement against claims, demands, causes of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss, or liability. Each party shall furnish the other party with proof of such financial responsibility on or before June 1<sup>st</sup> of each year during the term of the Agreement. Nothing in this provision shall prohibit City or District from being self-insured.

**19. Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall first be submitted to mediation, the cost of which shall be borne equally by the parties. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

**20. Notice.** Any notice required or permitted under this Agreement shall be deemed given when actually delivered or when deposited in the mail, certified postage prepaid, addressed as follows:

To City:

City Manager  
City of Oceanside  
300 N. Coast Highway  
Oceanside, California 92054-2824

To District:

Superintendent  
Oceanside Unified School District  
2111 Mission Avenue  
Oceanside, California 92058-2326

**21. Termination of Agreement.** This Agreement may be terminated by either party for any reason upon at least a ninety- (90) day written notice to the other party. Notwithstanding, separate agreements which exceed ninety (90) days duration, such as summer softball leagues by way of example, will be terminable under the terms of such agreements.

**22. 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, whether oral or written.

23. **Amendments.** This Agreement may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except by an agreement in writing signed by the parties hereto.

24. **Agreement Binding.** This Agreement shall inure to the benefit of and be binding upon the parties signing and their respective successors.

25. **Governing Law and Venue.** The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California, and venue shall be in San Diego County.

26. **Partial Invalidity.** The provisions of this Agreement are severable. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect.

27. **Counterparts.** This Agreement may be executed in counterpart, all of which when put together shall constitute one and the same document.

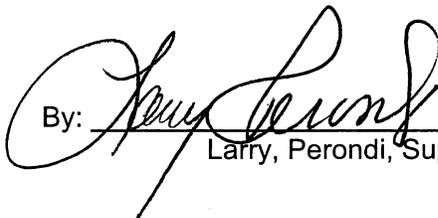
28. **Headings.** Any headings preceding the text of the several Articles and Sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of the Agreement, nor shall they affect its meaning, construction or effect.

THIS JOINT USE AGREEMENT is executed by the duly authorized representatives of the Oceanside Unified School District and the City of Oceanside as of, but not necessarily on, the Effective Date hereof, by setting hereunto their signatures on the day and year respectively written hereinbelow.

CITY OF OCEANSIDE

OCEANSIDE UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Peter A. Weiss, City Manager

By:  \_\_\_\_\_  
Larry, Perondi, Superintendent

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

By:  \_\_\_\_\_  
Barbara Hamilton, ASST.  
City Attorney

**EXHIBIT "A"**  
**CITY PROPERTY**

- |  |  |
|--|--|
| 1. ALAMOS A PARK<br>Mesa Drive & Alamosa Drive                   | 18. LIBBY LAKE COMMUNITY CENTER<br>4700 North River Road                   |
| 2. AMERICANIZATION SCHOOL<br>1210 Division Street                | 19. LIBBY LAKE PARK<br>424 Calle Montecito                                 |
| 3. BEACH COMMUNITY CENTER<br>300 North the Strand                | 20. LION'S CLUB (JOHN FRENZEL) PARK<br>Cassidy Street and Broadway         |
| 4. BEACH PIER AMPHITHEATER<br>200 North Strand                   | 21. LUISENO PARK<br>1069 Teal Way  |
| 5. BROOKS STREET SWIM CENTER<br>130 Brooks Street                | 22. MANCE BUCHANON PARK<br>425 College Boulevard                           |
| 6. BUCCANEER PARK<br>1506 South Pacific Street                   | 23. MARLADO HIGHLANDS PARK<br>Rivertree and Southwood Drive                |
| 7. BUDDY TODD PARK<br>Mesa Drive & Parnassus Circle              | 24. MARSHALL STREET SWIM CENTER & PARK<br>1404 Marshall Street             |
| 8. CAPISTRANO PARK<br>770 Capistrano Drive                       | 25. MARTIN LUTHER KING, JR. PARK<br>4300 Mesa Drive                        |
| 9. CESAR CHAVEZ PARK<br>Division Street                          | 26. MELBA BISHOP ROAD PARK &<br>RECREATION CENTER<br>5306 North River Road |
| 10. FIRESIDE PARK<br>Fireside Drive & Parkside Street            | 27. OAK RIPARIAN PARK<br>4625 Lake Blvd.                                   |
| 11. HERITAGE PARK & MUSEUM<br>500 Peyri Road                     | 28. OCEANSIDE SENIOR CITIZENS CENTER<br>455 Country Club Lane              |
| 12. IVEY RANCH PARK<br>4101 Mission Avenue                       | 29. PALISADES PARK<br>Rancho Del Oro and Carnegie Drive                    |
| 13. JOE BALDERRAMA PARK & CENTER<br>709 San Diego Street         | 30. RANCHO DEL ORO PARK<br>College Boulevard and Empressa                  |
| 14. JOE SEPULVEDA PARK<br>Shelbourne Drive                       | 31. RON ORTEGA RECREATION PARK<br>Brooks and Maxson Street                 |
| 15. JOHN LANDES PARK AND RECREATION<br>CENTER<br>2855 Cedar Road | 32. SPRING CREEK PARK<br>Melrose and Old Ranch Road                        |
| 16. JOSEPH CARRASCO PARK<br>Skylark Drive                        | 33. SUNSHINE BROOKS THEATER<br>217 North Coast Highway                     |
| 17. LAKE PARK<br>4970 Lake Blvd.                                 | 34. WOMAN'S CLUB PARK<br>Mission Avenue and Brooks Street                  |

**EXHIBIT "B"**  
**OCEANSIDE UNIFIED SCHOOL DISTRICT PROPERTY**  
 2111 Mission Avenue ♦ Oceanside, California ♦ 92058  
**DISTRICT OFFICE: (760) 966-4000                      FAX: (760) 721-9714**

<b>CESAR CHAVEZ MIDDLE SCHOOL</b> 202 Oleander Drive (92057) Cheri Sanders, Principal Marianne Quindoy-Senteno, Admin Secretary <b>Ext. TBA</b> <b>FAX: TBA</b>	<b>TBA</b> (6-8) <b>FAX: TBA</b>	<b>LAUREL ELEMENTARY (003)</b> 1410 Laurel Street (92058) Kasia Obrzut, Principal Shirley Austin, Admin. Secretary <b>Ext. 4200</b> <b>FAX: 966-4200</b>	<b>966-4200</b> (K-5) <b>FAX: 966-4200</b>
<b>CESAR CHAVEZ NORTH</b> 4991 Macario Drive (92057) Cheri Sanders, Principal Marianne Quindoy-Senteno, Admin. Secretary <b>Ext. 4486</b> <b>FAX: 757-6087</b>	<b>757-3624</b> (6-8) <b>FAX: 757-6087</b>	<b>LIBBY ELEMENTARY (004)</b> 423 W. Redondo Drive (92057) Laura Philyaw, Principal Yolanda Carral, Admin. Secretary <b>Ext. 7000</b> <b>FAX: 967-0623</b>	<b>901-7000</b> (K-5) <b>FAX: 967-0623</b>
<b>CHALLENGES COMMUNITY DAY (019)</b> 707 Carey Road (92058) Steve Bessant, Principal Michelle Terrell, Admin. Secretary <b>Ext. 4492</b> <b>FAX: 757-1636</b>	<b>757-0531</b> (K-6) <b>FAX: 757-1636</b>	<b>LINCOLN MIDDLE SCHOOL (920)</b> 2000 California Street (92054) Bob Mueller, Principal Maria Miller, Admin. Secretary <b>Ext. 4482</b> <b>FAX: 433-2035</b>	<b>757-0153</b> (6-8) <b>FAX: 433-2035</b>
<b>CLAIR W. BURGNER ACADEMY (903)</b> 707 Carey Road (92058) Steve Bessant, Principal Michelle Terrell, Admin. Secretary <b>Ext. 4492</b> <b>FAX: 757-1636</b>	<b>757-0531</b> (9/10) <b>FAX: 757-1636</b>	<b>MC AULIFFE ELEMENTARY (020)</b> 3701 Kelson Drive (92056) Mary Gleisberg, Principal Shannon Martinez, Admin. Secretary <b>Ext. 4483</b> <b>FAX: 722-1576</b>	<b>722-8357</b> (K-5) <b>FAX: 722-1576</b>
<b>DEL RIO ELEMENTARY (014)</b> 5207 East Parker (92057) Marie Higareda de Ochoa, Principal TBD, Admin. Secretary <b>Ext. 4476</b> <b>FAX: 433-3240</b>	<b>433-3232</b> (K-5) <b>FAX: 433-3240</b>	<b>MISSION ELEMENTARY (005)</b> 2100 Mission Avenue (92058) Todd McAteer, Principal Stacey Thomas, Admin. Secretary <b>Ext. 8700</b> <b>FAX: 757-6492</b>	<b>966-8700</b> (K-5) <b>FAX: 757-6492</b>
<b>DITMAR ELEMENTARY (010)</b> 1125 S. Ditmar Street (92054) Frank Balanon, Principal Cherry Crutchfield, Admin. Secretary <b>Ext. 2300</b> <b>FAX: 439-6027</b>	<b>722-8219</b> (K-5) <b>FAX: 439-6027</b>	<b>NICHOLS ELEMENTARY (017)</b> 4250 Old Grove Road (92057) Terry Decker, Principal Sherry Reese, Admin. Secretary <b>Ext. 7400</b> <b>FAX: 435-7402</b>	<b>435-7400</b> (K-5) <b>FAX: 435-7402</b>
<b>EL CAMINO HIGH SCHOOL (902)</b> 400 Rancho del Oro Dr. (92057) Dan Daris, Principal Vicki Barnett, Admin. Secretary, ext. 2431 <b>Ext. 2431</b> <b>FAX: 757-5321</b>	<b>757-8550</b> (9-12) <b>FAX: 757-5321</b>	<b>NORTH TERRACE ELEMENTARY (006)</b> 940 Capistrano Drive (92058) Betsy Wilcox, Principal Rhonda Joy, Admin. Secretary <b>Ext. 4484</b> <b>FAX: 757-5872</b>	<b>757-4343</b> (K-5) <b>FAX: 757-5872</b>
<b>FOUSSAT ELEMENTARY</b> 3800 Pala Road (92058) Shelly Morr, Principal Maritza Lashley, Admin Secretary <b>Ext. 2200</b> <b>FAX: 754-1567</b>	<b>721-2200</b> (K-5) <b>FAX: 754-1567</b>	<b>OCEAN SHORES HIGH SCHOOL (925/930)</b> 3131 Oceanside Blvd. (92056) Peg Cowman, Principal TBD, Admin. Secretary <b>Ext. 4485</b> <b>FAX: 439-5588</b>	<b>439-3142</b> (9-12) <b>FAX: 439-5588</b>
<b>GARRISON ELEMENTARY (002)</b> 333 Garrison Drive (92054) Margie Oliver, Principal Kathleen McPerry, Admin. Secretary <b>Ext. 4477</b> <b>FAX: 757-5008</b>	<b>757-8270</b> (K-5) <b>FAX: 757-5008</b>	<b>OCEANSIDE HIGH SCHOOL (901)</b> 1 Pirates Cove (92054) Kimo Marquardt, Principal Bertha Bernal, Admin. Secretary, ext. 2331 <b>Ext. 2331</b> <b>FAX: 757-2419</b>	<b>722-8201</b> (9-12) <b>FAX: 757-2419</b>
<b>IVEY RANCH ELEMENTARY (016)</b> 4275 Via Rancho Road (92057) Faye Wilson, Principal Wendy Kroenke, Admin. Secretary <b>Ext. 4478</b> <b>FAX: 967-4077</b>	<b>967-9720</b> (K-5) <b>FAX: 967-4077</b>	<b>PALMQUIST ELEMENTARY (008)</b> 1999 California Street (92054) Phyllis Morgan, Principal Fatima Ahmad, Admin. Secretary <b>Ext. 4487</b> <b>FAX: 433-6795</b>	<b>757-0337</b> (K-5) <b>FAX: 433-6795</b>
<b>JEFFERSON MIDDLE SCHOOL (910)</b> 823 Acacia (92058) Eileen Frazier, Principal Carolyn Robinson, Admin. Secretary <b>Ext. 4479</b> <b>FAX: 757-5791</b>	<b>757-6060</b> (6-8) <b>FAX: 757-5791</b>	<b>REYNOLDS ELEMENTARY (015)</b> 4575 Douglas Drive (92057) Paulette D. Thompson, Principal Gabriele Zamonas, Admin. Secretary <b>Ext. 4488</b> <b>FAX: 433-5329</b>	<b>433-8949</b> (K-5) <b>FAX: 433-5329</b>
<b>KING MIDDLE SCHOOL (950)</b> 1290 Ivey Ranch Road (92057) Bob Rowe, Principal Debbie Montijo, Admin. Secretary <b>Ext. 4480</b> <b>FAX: 967-4154</b>	<b>967-1122</b> (6-8) <b>FAX: 967-4154</b>	<b>SAN LUIS REY ELEMENTARY (009)</b> 3535 Hacienda Drive (92054) Linda Sanchez, Principal Terry Diaz, (Sub) Admin. Secretary <b>Ext. 4489</b> <b>FAX: 757-3945</b>	<b>757-2360</b> (K-5) <b>FAX: 757-3945</b>

**EXHIBIT "B"**  
**(continued)**

<p><b>SANTA MARGARITA ELEMENTARY (011) 430-7110</b>          Carnes Road (92058) (K-5)          Pat Kurtz, Principal Ext. 4490          Annie Donner, Admin. Secretary FAX: 430-1415</p>		
<p><b>SOUTH OCEANSIDE ELEMENTARY (012) 435-2100</b>          1806 S. Home Street (92054) (K-5)          Judy Reimer, Principal Ext. 2100          Pam Hamrin, Admin. Secretary FAX: 439-9954</p>		
<p><b>STUART MESA ELEMENTARY (018) 430-3331</b>          100 Yamanaka Way (92058) (K-5)          Lois Grazioli, Principal Ext. 4491          Pam Hass, Admin. Secretary FAX: 430-8288</p>		

**EXHIBIT "C"**  
**MAINTENANCE OF MANCE BUCHANON PARK,  
MARTIN LUTHER KING, JR., MIDDLE SCHOOL**

**A. Mance Buchanon Park.**

1. **Service Provided by City.** City shall provide the following services:
  - i. Mowing and edging of all turf grass.
  - ii. Fertilization.
  - iii. Aeration of turf annually.
  - iv. Renovation and top dressing.
  - v. Irrigation maintenance and repair, including controller programming.
  - vi. Trash pickup and removal on non-school days.
  
2. **Services Provided by District.** District shall provide the following services:
  - i. Trash pickup daily at all areas that are being used by students, including soccer fields, tennis courts, parking lot, landscape planters, hardscape.
  - ii. Adult supervision 30 minutes prior and 30 after any and all sessions where students arrive and leave school grounds through the park. Supervisor shall be present on Park property to control the activity of students that are on their way to and from school to eliminate vandalism on park property.
  - iii. Restrict use of tennis courts to tennis activities only.
  - iv. Work with staff to eliminate over use of field. Annual 4 month closure is required. Relocating to other field may be necessary.
  - v. Not store any items on park property.
  - vi. Maintenance of Tennis Courts to include weekly wash-down.

**B. Martin Luther King, Jr., Middle School (MLK)**

1. **Service Provided by City.** City shall provide the following services:
  - i. Maintain all baseball field lighting.
  - ii. Maintain infield one time per year turning responsibility over to League once League occupies fields for season use.
  - iii. Daily trash pick up during Leagues period of use only. District will need to allow daily access at time contractor is cleaning adjacent Park. District would maintain trash at all other times league is not using field.
  - iv. Backstop, bleachers, dugouts, benches and trash cans within field area.
  
2. **Services Provided by District.** District shall provide the following services:
  - i. Mowing and edging of all turf grass.
  - ii. Fertilize field playing area a minimum of 5X per year.
  - iii. Aeration of all turf in the playing area annually.
  - iv. Control all rodents, pests, etc., within the ball field area.
  
  - v. Evaluate and correct any depressions, holes, hazards within the playing area.

**EXHIBIT "C"**  
**(continued)**

- vi. Provide access to City to maintain lighting and any areas City is responsible.
- vii. Watering and all associated irrigation monitoring, repairs, etc., at site.
- viii. Maintain outside perimeter fencing.