



---

DATE: April 21, 2010  
TO: Honorable Mayor and City Councilmembers  
FROM: City Manager's Office  
SUBJECT: **MEMORANDUM OF UNDERSTANDING REGARDING JEFFERSON  
MIDDLE SCHOOL SITE**

**SYNOPSIS**

Staff recommends that the City Council approve the Memorandum of Understanding (MOU) between the City of Oceanside, the Oceanside Unified School District (OUSD), and the Boys & Girls Club of Oceanside (B&GC) to enable the parties to further evaluate development of an agreement or agreements for the Jefferson Middle School site that would be beneficial to all parties in serving the community; and authorize the City Manager to execute the MOU.

**BACKGROUND**

In the spring of 2009 representatives of the B&GC approached the City and OUSD regarding working together to reconfigure the Jefferson School site to better meet the needs of the community. The B&GC had received a financial commitment from an anonymous donor to construct either a new facility or to create space in a current facility to house its community-based youth development programs. At its June 17, 2009 meeting, the Council authorized staff to enter into discussions with the B&GC and OUSD to develop an MOU. Consequently, representatives from the City, OUSD, and B&GC began to meet in late June to discuss the potential for developing an MOU that would create a framework to determine if the parties should enter into an agreement or agreements for improvements to the Jefferson site. The result of those discussions is the MOU before Council for approval.

OUSD approved the MOU at its December 8, 2009, meeting, and the B&GC approved the MOU at its December 17, 2009, meeting

**ANALYSIS**

OUSD is planning for its modernization efforts for the Jefferson site that will include repairs and upgrades to current facilities. As part of the modernization plans, OUSD is interested in reconfiguring the Jefferson site to provide a new front entrance to Canyon Drive, relocating the administrative offices, and providing a multipurpose facility. The B&GC wishes to construct a new facility or space in a facility to house its community

programs designed for youth development. When the B&GC initially approached the City they mentioned their desire to build a full-sized regulation gymnasium at the Jefferson site; they have subsequently removed the gym from discussions. The City desires the addition of a full-size regulation soccer field to help support City-sponsored community sports and athletic programs. Based on the needs provided by the three organizations, staff met with all parties to develop an MOU. The MOU simply provides the mechanism that will enable the parties to further evaluate development of an agreement or agreements. The MOU does not bind the City to any future commitments, including City funding.

This effort regarding the Jefferson site will in no way jeopardize the City's priority to enhance the Joe Balderrama Recreation Center in the Eastside neighborhood.

### **FISCAL IMPACT**

There are no direct costs associated with approving the MOU between the City, OUSD, and the B&GC, nor does this MOU commit the City to future financial assistance.

### **COMMISSION OR COMMITTEE REPORT**

Any future agreements that are negotiated regarding the use of this site as a result of the MOU will be taken to the Parks and Recreation Commission for their review.

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

The referenced documents have been reviewed by the City Attorney and approved as to form. The City Attorney has been involved in the review of the MOU throughout its development.

**RECOMMENDATION**

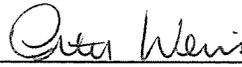
Staff recommends that the City Council approve the Memorandum of Understanding (MOU) between the City of Oceanside, the Oceanside Unified School District (OUSD), and the Boys & Girls Club of Oceanside (B&GC) to enable the parties to further evaluate development of an agreement or agreements for the Jefferson Middle School site that would be beneficial to all parties in serving the community; and authorize the City Manager to execute the MOU.

PREPARED BY:



Michelle Skaggs Lawrence  
Deputy City Manager

SUBMITTED BY:



Peter A. Weiss  
City Manager

REVIEWED BY:

Margery Pierce, Neighborhood Services Director



ATTACHMENT:  
MOU

## MEMORANDUM OF UNDERSTANDING

between  
Oceanside Unified School District  
and  
Boys & Girls Club of Oceanside  
and  
City of Oceanside

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated 12/08/09, is entered into by and among the OCEANSIDE UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("**District**"); the BOYS & GIRLS CLUB OF OCEANSIDE, a California non-profit public benefit corporation, ("**Boys & Girls Club**") and the CITY OF OCEANSIDE, a municipal corporation in and of the State of California ("**City**") to discuss a possible agreement or agreements for the mutual benefit of all three parties regarding property owned by the District. District, Boys & Girls Club and City may be referred to in this MOU individually as a "**Party**" or collectively as the "**Parties,**" meaning any two or more Parties according to the context.

### RECITALS

A. District is the owner of certain real property, APN 145-150-02-00, located in the City of Oceanside, County of San Diego, California, legally described on the attached Exhibit A and commonly known as Jefferson Middle School ("**Jefferson Site**").

B. District is in the process of planning the modernization of the Jefferson Site, which will include repairs and upgrades to current facilities ("**Modernization**").

C. As part of the Modernization, District has an interest in reconfiguring the Jefferson site to provide a new front entrance to Canyon Drive, relocating the administrative offices and providing an improved multi-purpose facility.

D. Boys & Girls Club desires a new facility or space in a facility to house its community programs which are designed to enable young people to reach their full potential as productive, caring, responsible citizens and has received a grant of money it plans to use for that purpose.

E. City has need of a full size, regulation soccer field for community use as part of the City's sports and athletics programs.

F. District's Modernization provides an opportunity for all three Parties to maximize limited resources and make efficient use of the Jefferson Site to enhance services for community youth.

G. District is willing to explore the possibility of constructing a joint-use multi-purpose facility on the Jefferson Site to accommodate the needs of both District and Boys & Girls Club with construction and operating costs shared between the two parties ("**Facility**").

H. District is willing to consider inclusion of a full size, regulation soccer field as part of its potential relocation and reconstruction of the athletic field ("**Athletic Field**") in exchange for City's cooperation in seeking potential funding sources and working collaboratively on issues related to the reconfiguration of the Jefferson site.

I. In recognition of the Parties' shared interests in improving community services for Oceanside youth, the Parties enter into this MOU to discuss the development of an agreement or agreements regarding the financing, construction and joint use of the Facility and the Athletic Field under the terms and conditions of any subsequent agreements among them.

## AGREEMENT

NOW THEREFORE, the Parties enter into this MOU and agree as follows:

1. **Effective Date.** This MOU is effective as of the date it is approved by the governing boards of all of the Parties and fully executed by their authorized representatives ("**Effective Date**").

2. **Commencement and Expiration.**

2.1 **Term.** The term of this MOU is thirty six months, with five (5) optional 1-year extensions.

2.2 **Commencement Date.** This MOU commences on the Effective Date and expires thirty six months after the Effective Date ("**Expiration Date**"), unless extended or sooner terminated pursuant to the terms of the MOU.

2.3 **Extensions.** Provided that all Parties concur, the term may be extended for five (5) 1-year periods. The Superintendent or his designee shall determine approval of the extension on behalf of the District, the City Manager shall do so on behalf of the City, and the authorized decision-maker shall do so on behalf of the Boys & Girls Club. The Parties agree to meet no later than one month prior to expiration of the initial term of this MOU or, if the MOU has been extended, no later than one month prior to the expiration of any extension term, to decide whether or not the MOU should be extended for another year.

2.4 **Early Termination.** Any Party may terminate its participation in this MOU at any time and for any reason, provided that written notice is given to the other two Parties no less than sixty (60) days prior to the date of termination. If one Party terminates, the other two Parties may, but are not obligated to continue with this MOU, amended to reflect changes resulting from the terminating Party's withdrawal.

3. **Amendments/Modifications.** This MOU may be amended or modified only by written consent of those Parties still participating in the MOU at the time of the amendment or modification.

4. **Jefferson Site Modernization.** District is exploring the possibility of expanding the scope of work for the Modernization to reconfigure the site, which may include creation of a new front entrance off of Canyon Drive, relocation of the administrative offices and provision of an improved multi-use facility. This expansion would likely include relocating and modernizing the existing track and athletic field to create a new multi-purpose athletic field, large enough to include a full size regulation soccer field.

5. **Possible Reconfiguration of Jefferson Site.** If District decides to reconfigure the Jefferson Site, the reconfiguration would potentially require one or more of the following changes and the Parties agree to consider actions to effectuate those changes:

5.1 **New Entrance to Canyon Drive.** The existing entry to Jefferson Middle School via Canyon Drive inhibits safe and adequate access to the school. District and City agree to discuss means by which safer access can be achieved.

5.2 **Use of Oceanside Landfill.** A portion of the Jefferson Site not currently being used is known as the closed Oceanside Landfill. If feasible, use of the Oceanside Landfill could provide the District more buildable land. District and City agree to consider the feasibility of using the Oceanside Landfill.

5.2.1 District agrees to pay reasonable costs for a feasibility review to determine whether or not the Oceanside Landfill can be used.

5.2.2 If such use is feasible, District and City agree to consult with appropriate regulatory agencies to determine what permits would be required for use of the area as an athletic field.

5.2.3 At present the Oceanside Landfill is monitored by the City under an agreement executed February 12, 1982 between District and City for the construction, operation and maintenance of a Gas Migration Control/Extraction System ("**Landfill Monitoring Agreement**"). District and City agree to review the Landfill Monitoring Agreement to determine if relocation and reconstruction of the athletic field would require amendment of the Landfill Monitoring Agreement.

6. **Facility.** Contingent upon the successful reconfiguration of the Jefferson Site and on District's determination of the need to construct the Facility, District and Boys & Girls Club agree to enter into discussions regarding construction of the Facility as a joint-use facility. If both Parties agree on terms, the resulting terms will be included in the Facility Construction and Joint Use Agreement ("**Facility Construction and Joint Use Agreement**"). Discussion shall include the topics listed below.

6.1 **Financing.** Discussion of financing will include shared costs of construction and operation of the Facility;

6.2 **Use of Facility.** Discussion will include the uses proposed by each Party for the Facility, which are:

6.2.1 **District.**

6.2.1.1 Administrative offices for Jefferson Middle School

6.2.1.2 School activities, such as plays, music performances, special programs, assemblies, speakers.

6.2.2 **Boys & Girls Club.**

6.2.2.1 After school/non-school day programs

6.2.2.2 Administrative offices

6.2.2.3 Child development center

6.2.2.4 KinderCare programs

6.2.2.5 Academic support program

6.3 **Design.** Discussion of design will include Boys & Girls Club's input on design and the following features proposed by each Party:

6.3.1 **District**

6.3.1.1 Space for Jefferson Middle School administrative offices

6.3.1.2 Multi purpose facility with the capacity to seat 400+ people

6.3.2 **Boys & Girls Club**

6.3.2.1 Space for after school/non-school day programs

6.3.2.2 Space for administrative offices

6.3.2.3 Space for a child development and daycare center

6.3.2.4 Space for academic support programs

6.4 **Maintenance and Operations.** Discussions will include maintenance and operational obligations for the Facility, details of which will be outlined in the Facility Construction and Joint Use Agreement.

6.5 **Construction.** All construction of the Facility on the Jefferson Site will be completed, directed and overseen by District, subject to review and approval as required by the California Division of State Architect.

6.6 **Park and Recreation Joint Use Agreement.** If future terms are agreed upon and the Facility Construction and Joint Use Agreement is executed, prior to construction of the Facility, District and City will amend the existing Joint Use Agreement for Park and Recreation and School Facilities entered into September 1, 2007 ("**Park and Recreation Joint Use Agreement**") to ensure the Boys & Girls Club has priority use of the Facility.

7. **Athletic Field.** Contingent upon (i) meeting the necessary regulatory requirements and approval from applicable governmental agencies for use of the Oceanside Landfill, (ii) successful reconfiguration of the Jefferson Site and (iii) adequate funding, District and City agree to enter into discussions regarding inclusion of a full size, regulation soccer field as part of the multi-purpose Athletic Field. If both Parties agree on terms, the resulting agreed-upon terms will be included in an amended Park and Recreation Joint Use Agreement or a separate agreement, as mutually determined by the Parties. Discussions will include the following topics:

7.1 **Construction.** The Parties will consider various types of material for construction of the field, depending on regulatory agency requirements, utility and cost. The Parties will also discuss the feasibility of lighting.

7.2 **Design.** The Parties will discuss the following features proposed by the Parties:

7.2.1 **District.** Multi-purpose athletic field and running track, adequate for the Jefferson Middle School physical education curriculum and other community athletic uses.

7.2.2 **City.** Full size regulation soccer field with dimensions of 210 ft x 360 ft.

7.3 **Maintenance and Operations.** Discussion will include maintenance and operational obligations for the soccer field, the details of which will be included in the final agreement.

7.4 **Shared Use.** Discussion will include shared use of the soccer field, the details of which will be included in the final agreement. Prior to commencement of construction under any future agreement, City and District will meet to consider necessary amendments to the existing Park and Recreation Joint Use Agreement for joint use of the soccer field.

8. **Financing.** As part of the discussions for future agreements as set forth in Paragraphs 6 and 7, the Parties will discuss financing responsibilities, if any, and other contributions by each Party, to include the following topics:

8.1 **District.** District's determination of construction costs and amount of money it will spend on the Modernization.

8.2 **Boys & Girls Club.** Determination of a fair and proportional allocation of costs for construction and operation of joint-use Facility.

8.3 **City.** City's determination of its contribution, which will include:

8.3.1 Cooperation with District to identify sources of non-City funding, such as public or private grants, for the Athletic Field and potential relocation of entrance to Jefferson Middle School.

8.3.2 Assistance to District in re-routing the entrance to Jefferson Middle School. Such assistance shall include staff time and cooperation to review District's applications and accompanying documents for the re-routing; staff time and cooperation in issuing permits, easements or other required governmental documents to facilitate the re-routing. All discretionary permits must be approved by City Council.

8.4 **Cooperation for funding.** All Parties will cooperate to apply for potential joint use funds, grant funds or any other financial benefit supporting development of the Facility and/or Athletic Field.

9. **Notices.** Notice to any Party shall be in writing, addressed to the Party or Parties to be notified at the address below or to such other address as the Parties may hereafter designate in writing and either (i) personally delivered, (ii) sent by an overnight courier service such as Federal Express, (iii) sent by first-class U.S. mail, registered or certified, postage prepaid, return receipt requested, or (iv) sent by facsimile or electronic mail. Any such notice shall be deemed received: (a) on the date of receipt if personally delivered; (b) on the date of receipt as evidenced by the receipt provided by an overnight courier service, if sent by courier; (c) three (3) business days after deposit in the U.S. mail, if sent by mail; or (d) on the date faxed or e-mailed as evidenced by dated transmittal.

**District**

Oceanside Unified School District  
Attention: Associate Superintendent, Business Services  
2111 Mission Avenue  
Oceanside, CA 92058-2326  
Phone: (760) 966-4000  
Fax: (760) 721-9714

**Boys & Girls Club of Oceanside**

Boys & Girls Club of Oceanside  
Attention: Daniel Dreger, President, Board of Directors  
P.O. Box 1601  
Oceanside, CA 92051  
Phone: (760) 433-8920  
Fax: (760) 433-2260

**City of Oceanside**

City of Oceanside  
Attention: Peter Weiss, City Manager  
300 North Coast Hwy.  
Oceanside CA 92054  
Phone: (760) 435- 3066  
Fax: (760) 435-3081

**12. Entire Agreement.** This MOU contains the entire agreement between the Parties. It supersedes any and all other agreements, either oral or in writing between the Parties with regard to its subject matter and no other statement or promise relating to the subject matter of the MOU that is not contained in this document will be valid or binding.

**13. Cooperation.** The Parties agree (i) to cooperate with each other to complete the tasks contemplated by this MOU; (ii) to execute any documents necessary for the Parties to perform their respective obligations under this MOU; and (iii) to cooperate to complete construction of improvements on the District Property in the most effective manner.

**14. Counterparts.** This MOU may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute a single agreement. A facsimile version of any Party's signature will be deemed an original signature. Each counterpart will be deemed an original and the same document for all purposes.

**15. Future Revisions.** The terms of this MOU are for the mutual benefit of all Parties regarding the development and operation of specific improvements on District Property. The Parties agree to negotiate in good faith necessary amendments to this MOU revising the obligations of each Party as appropriate.

**[Signatures on following page]**

IN WITNESS WHEREOF, this MOU is executed below by the authorized representatives of the Oceanside Unified School District, the Boys & Girls Club of Oceanside and the City of Oceanside.

OCEANSIDE UNIFIED SCHOOL DISTRICT

By: *Larry Perondi*  
Larry Perondi  
District Superintendent

Date: 12/8/09

Approved by the Board of Education,  
Oceanside Unified School District  
at its meeting, December 8, 2009

BOYS & GIRLS CLUB

By: *Daniel Dreger*  
Daniel Dreger  
President, Board of Directors

Date: 12/17/09

CITY OF OCEANSIDE

By: \_\_\_\_\_  
Jim Wood  
Mayor of Oceanside

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk of the City of Oceanside

APPROVED AS TO FORM  
OCEANSIDE CITY ATTORNEY  
*John P. Mullen*  
JOHN P. MULLEN