



Mountain View
Whisman
School District

Joint Use Agreement

September 21, 2023





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Joint Use Agreement

MVWSD and the City of Mountain View

- Since 1959, the City of Mountain View and Mountain View School District/the Whisman School District/MVWSD have enjoyed a Joint Use Agreement (JUA) for sharing of school-owned green space after school hours.
- These agreements have continued after both school districts were merged.

JUA continued

- The agreement delineates how the residents of Mountain View have access to approximately 88 acres of land after school hours in exchange for ongoing field maintenance
 - One of the many benefits for residents is the below market rate rentals of school fields for youth and adult sports

Negotiations

Negotiations have been ongoing since 2017 and have recently hit a snag on two issues.

- Indemnification for liability
- Adherence to the Civic Center Act

These issues appear to now only need minor tweaks as a result of City Council and Staff affirmation (9/12/23) to update the indemnification clause as well as adherence to the Civic Center Act



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Looking to best practices and resolving the final two issues

Sunnyvale Elementary and the City of Sunnyvale - JUA

- In an effort to find a path forward, MVWSD staff looked to other Districts' Joint Use Agreements and corresponding City policies to highlight the needed changes to help finalize the JUA

Indemnification

- Updated language was presented at the Sept. 12 Council meeting that appears to mirror Sunnyvale's
 - This language is different than current language in the working document between both legal counsels.
 - **MVWSD Staff recommends that the Board of Trustees direct MVWSD legal counsel to add indemnification language in the negotiated agreement**

SECTION 7. DUTY OF PARTIES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS

(a) CITY shall protect, defend, indemnify and hold harmless DISTRICT, its officers, agents and employees from and against any and all demands, claims, liability or expense on account of suits, verdicts, judgments, costs or claims of any nature or kind arising out of or in any way connected with the CITY's negligent performance or nonperformance under this Agreement, including CITY's operations on, possession, use, management, alteration or control of the DISTRICT's property, except for any claims, causes of action or liability, or portions thereof, arising from the concurrent or sole negligence or intentional malfeasance of DISTRICT, its officers, agents or employees.

(b) DISTRICT shall protect, defend, indemnify and hold harmless CITY, its officers, agents and employees from and against any and all demands, claims, liability or expense on account of suits, verdicts, judgments, costs or claims of any nature or kind arising out of or in any way connected with the DISTRICT's negligent performance or nonperformance under this Agreement, including DISTRICT's operations on, possession, use, management, alteration or control of the DISTRICT's property except for any claims, causes of action or liability, or portions thereof, arising from the sole negligence or intentional malfeasance of CITY, its officers, agents or employees.

Civic Center Act

- The Civic Center Act (CCA) remains the final hurdle for MVWSD and the City
 - It governs what fees, if any, should be charged
 - How School Districts can not only prioritize various groups but also how Districts must to rent facilities in a fair and equitable process

The Mountain View City Council as well the City Staff indicated that they have no intent in violating the CCA, but expressed their desire to understand how the City can be compliant.

Updating the Recognized Group process

Recognized Groups -

MVWSD recommends that the City update policy H-7 to mirror the City of Sunnyvale's Field policy to include

- A more objective set of criteria for recognizing organizations
- Codification of its field rental practice in the updated policy to provide more transparency

Recognized Groups

Becoming a Recognized Group

Should interest in a new emerging organization grow over a period of years, the group may request the City include the group in the Athletic Field Use Policy as a recognized Mountain View youth sports organization. In order to become a recognized YSO, the following criteria are recommended:

- Group is established and show growth for at least three years.
- Group will need to explain why becoming a recognized group will be a benefit to the community.
- Group is a recognized nonprofit 501(c)(3) group.
- Group is sponsored or affiliated with an established local or national organization.
- Group has experienced a successful board/leadership change.

Possible Update

Sunnyvale Non-Profit Verification

The City of Sunnyvale provides affordable facility use rates for qualifying Sunnyvale non-profit organizations. To achieve non-profit resident status, at least 51% of the overall percentage of residents in both the participants and board members must be Sunnyvale residents. Team and board rosters with participant's addresses must be submitted with an application for non-profit residency status. Sunnyvale Nonprofit Rate is available for Sunnyvale-based nonprofit organizations. Proof of nonprofit status is required, and a Sunnyvale address must be used on all correspondence associated with the rental. To qualify for the nonprofit rate, your organization's name and address must be on the check or charge card. The organization must identify one authorized agent to make reservations by filling out the "Field Rental Application."

Updating the Field Allocation process

Step 5. Field Allocations

The athletic field coordinator will go in order using the ranking determined during the application process. The organizations will be allocated the number of fields needed, space available, to reasonably accommodate the number of Mountain View residents in the organization.

Should any situation arise that is not specified in this policy, the City's athletic fields coordinator shall use good judgment in determining the field allocations for the season. Consideration may be given to history of use or past practice.

Possible update

*If two or more non-profit youth organizations are requesting fields with equivalent eligibility overlap, the groups shall first work together to resolve the issue through compromise. If the issue cannot be resolved by the groups, the City's Field Coordinator will use good judgment in determining the field allocation for the season. In these cases, priority consideration shall be given in the order stated below:

- a. The organization with a history of past field use on specific fields will have first priority.
- b. A program providing a service that does not currently exist (does not duplicate a program already available).
- c. Timely receipt of field use request and required accompanying materials.

Sunnyvale Non-Profit Groups Sport Season Priority

- Traditional sports seasons have priority use over select/shoulder seasons
- Spring sports (baseball, softball, lacrosse, cricket) have priority use from March 1 – June 30.
- Fall sports (soccer, football) have priority use from August 1 – November 30.
- Shoulder season for baseball/softball/cricket includes June 15 – July 31 for teams that qualify for playoffs.
- Shoulder season for soccer/football includes December 1 - 31 for teams that qualify for playoffs.

Field Draw Process for Residents/Nonresidents

The following criteria will be used to determine the order of all other rentals at the start of the application period.

- a. If multiple applications are received, a drawing will take place to determine the order in which each applicant will be served. The person drawing the lowest number will receive approval preference. There is a two-hour minimum for field reservations. All applications must be submitted electronically or in-person at least 24 hours prior to the drawing time. Drawings will take place at 8:30 a.m. on the first day of the application period.
- b. Applications received after the drawing.



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Recommended Next Steps

Next Steps

- Board of Trustees adopt Policy 1330.1a
- Board of Trustees update their fee structure for fields
 - this should reflect the City of Mountain View's contribution to defer the cost
- Authorize MVWSD Legal to finalize the following items in the latest JUA agreement
 - update the indemnification clause to include the language City Staff presented on Sept. 12.

Next Steps, continued

- Work with City of Mountain View Legal counsel to include
 - Updated H-7 is included as an attachment to the agreement
 - Relevant site maps



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Questions for the Board

Questions

- Does the Board wish to continue the Joint Use Agreement with the City of Mountain View?
- Is the Board amenable to including the updated indemnification language, which mirrors Sunnyvale's, and authorize MVWSD legal to add this to the working draft of the Joint Use Agreement?
- Does the Board authorize MVWSD legal counsel to finalize the agreement and bring back a final version for ratification prior to the end of year deadline provided by the City?