

12.h. Approval of Memorandum of Understanding (MOU) for the Master Agreement between Hollister School District and City of Hollister for the Use of Recreational Fields

Speaker:

John J. Teliha, Director of Facilities

Rationale:

On November 6, 2017, the Hollister City Council adopted Resolution No. 2017-281 approving a Master Agreement between the City of Hollister and the Hollister School District for the use of recreational fields. On November 28, 2017, the Hollister School District approved the Master Agreement with a condition for a Memorandum of Understanding (MOU) to establish the City's annual date of contribution for the use of the recreational fields. The MOU documents the City of Hollister's annual date of contribution for use of the recreational fields. The annual dates of contribution are as follows: Effective January 1, 2018 through December 31, 2021, the City will contribute \$300,000 for the use of the recreational fields and \$30,000 for the Capital Improvement Fund. If a Facility is removed from the Master Agreement during this period of the term, the City annual contribution for the use of the Facilities will decrease by \$50,000 and \$5,000 for the Capital Improvement Fund. If a Facility is added to the Master Agreement during this period of the term, the City annual contribution for the use of Facilities will increase by \$50,000 and \$5,000 for the Capital Improvement Fund. Effective January 1, 2022 through December 31, 2026, the City will contribute \$315,000 for the use of the Facilities and \$30,000 for the Capital Improvement Fund. If a Facility is removed from the Master Agreement during this period of the term, the City annual contribution for the use of the Facilities will decrease by \$52,500 and \$5,000 for the Capital Improvement Fund. If a Facility is added to the Master Agreement during this period of the term, the City annual contribution for the use of Facilities will increase by \$52,500 and \$5,000 for the Capital Improvement Fund. Effective January 1, 2027, the City will annually contribute \$330,000 for the use of the Facilities and \$30,000 for the Capital Improvement Fund for the remainder of the term. If a Facility is removed from the Master Agreement during this period of the term, the City annual contribution for the use of Facilities will decrease by \$55,000 and \$5,000 for the Capital Improvement Fund. If a Facility is added to the Master Agreement during this period of the term, the City annual contribution for the use of Facilities will increase by \$55,000 and \$5,000 for the Capital Improvement Fund.

Recommended Motion:

It is recommended that the Board approve the Memorandum of Understanding for the Master Agreement between Hollister School District and City of Hollister for the Use of Recreational Fields.

Actions:

Motion

It is recommended that the Board approve the Memorandum of Understanding for the Master Agreement between Hollister School District and City of Hollister for the Use of Recreational Fields. Passed with a motion by Mrs. Elizabeth Martinez and a second by Peter Hernandez.

Vote:

Yes Robert Bernosky.
Yes Peter Hernandez.
Yes Mrs. Elizabeth Martinez.
Yes Patricia Moore.
Yes Elsa Rodriguez.

Quick Summary / Abstract:

It is recommended that the Board approve the Memorandum of Understanding for the Master Agreement between Hollister School District and City of Hollister for the Use of Recreational Fields.

Financial Impact:

There is no financial impact associated with the item as presented.

12/12/2021
Board meeting

**MEMORANDUM OF UNDERSTANDING BETWEEN
HOLLISTER SCHOOL DISTRICT AND CITY OF HOLLISTER
MASTER AGREEMENT FOR USE OF RECREATIONAL FIELDS**

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this 5TH day of DECEMBER, 2017, by and between the HOLLISTER SCHOOL DISTRICT, hereafter referred to as "District" and City of Hollister, hereafter referred to as "City", is executed in the City of Hollister, County of San Benito, State of California.

RECITALS

- A. Section 10910 of the Education Code provides that the governing body of any school district may use or grant the use of any of the buildings or grounds of the school district to any other public authority for the purpose of organizing, promoting and conducting community recreation whenever such use will not interfere with the use of such facilities for any other purpose of the public school system; and
- B. District owns the real property and improvements thereon more commonly known as (collectively, the "Properties"):
 - 1) Calaveras Elementary School and Accelerated Achievement Academy, located at 1151 Buena Vista Road, in the City of Hollister, County of San Benito.
 - 2) Cerra Vista Elementary School, located at 2151 Cerra Vista Drive, in the City of Hollister, County of San Benito.
 - 3) Gabilan Hills Elementary School and Hollister Dual Language Academy, located at 921 Santa Ana Road, in the City of Hollister, County of San Benito.
 - 4) R.O. Hardin Elementary School, located at 881 Line Street, in the City of Hollister, County of San Benito.
 - 5) Rancho San Justo Middle School, located at 1201 Rancho Drive, in the City of Hollister, County of San Benito.
 - 6) Ladd Lane Elementary School, located at 161 Ladd Lane, in the County of San Benito.
 - 7) Marguerite Maze Middle School, located at 900 Meridian Street, in the City of Hollister, County of San Benito.

- C. Both the City and District are vitally concerned with the educational, recreational, social needs and general welfare of the students of the Hollister School District and the residents of Hollister; and
- D. The City and District entered into Community Recreation Agreements for the Development and Use of Recreational Facilities (Community Recreation Agreements):
- 8) The Community Recreation Agreement for the Development and Use of Calaveras School: Term is January 23, 1995 to January 23, 2021.
 - 9) The Community Recreation Agreement for the Development and Use of Cerra Vista School: Term is March 17, 1997 to March 17, 2026.
 - 10) The Community Recreation Agreement for the Development and Use of Marguerite Maze Middle School and Gabilan Hills Elementary School: Term is June 2, 1997 to June 3, 2026.
 - 11) The Community Recreation Agreement for the Development and Use of Rancho San Justo School: Term is April 23, 1985 to March 31, 2014.
- E. The City and District have previously entered into a joint-use agreement for the use, operation, and management of the multi-purpose building facilities at the Properties and this Agreement shall not affect the validity or effectiveness of that agreement; and
- F. The City and District desire to enter into a new Master Agreement ("Master Agreement") to supersede the Community Recreation Agreements for the use of the outdoor recreational fields located on the Properties (collectively, the "Facilities") as indicated on the Site Plan set forth as Exhibit A, to provide public access for use of park and recreational space and support City sponsored youth and adult recreational programs ("Program"); and
- G. On April 3, 2017, the Hollister City Council adopted Resolution No. 2017-79 approving the transfer of \$400,000 to the District for the design and construction of one (1) field house at Rancho San Justo Middle School; and
- H. On April 3, 2017, the Hollister City Council adopted Resolution No. 2017-76 appropriating \$500,000 for site improvements at Calaveras Park; and

- I. On November 6, 2017, the Hollister City Council adopted Resolution No. 2017-281 approving a Master Agreement between the City of Hollister and the Hollister School District for the use of recreational fields; and
- J. On November 28, 2017, the Hollister School District approved the Master Agreement with a condition for a Memorandum of Understanding to establish the City's annual date of contribution for the use of the Facilities and Capital Improvement Fund.

NOW, THEREFORE, in consideration of the covenants hereinafter contained and the foregoing recitals, the District and City agree as follows:

1. CHARGES FOR USE. Effective January 1, 2018 through December 31, 2021, the City will contribute \$300,000 per annum by January 31 for the use of the Facilities and \$30,000 per annum by January 31 for the Capital Improvement Fund. If a Facility is removed from the Master Agreement during this period of the term, the City annual contribution for the use of the Facilities will decrease by \$50,000 and \$5,000 for the Capital Improvement Fund. If a Facility is added to the Master Agreement during this period of the term, the City annual contribution for the use of Facilities will increase by \$50,000 and \$5,000 for the Capital Improvement Fund.

Effective January 1, 2022 through December 31, 2026, the City will contribute \$315,000 per annum by January 31 for the use of the Facilities and \$30,000 per annum by January 31 for the Capital Improvement Fund. If a Facility is removed from the Master Agreement during this period of the term, the City annual contribution for the use of the Facilities will decrease by \$52,500 and \$5,000 for the Capital Improvement Fund. If a Facility is added to the Master Agreement during this period of the term, the City annual contribution for the use of Facilities will increase by \$52,500 and \$5,000 for the Capital Improvement Fund.

Effective January 1, 2027, the City will contribute \$330,000 per annum by January 31 for the use of the Facilities and \$30,000 per annum by January 31 for the Capital Improvement Fund for the remainder of the term. If a Facility is removed from the Master Agreement during this period of the term, the City annual contribution for the use of Facilities will decrease by \$55,000 and \$5,000 for the Capital Improvement Fund. If a Facility is added to the Master Agreement during this period of the term, the City annual contribution for the use of Facilities will increase by \$55,000 and \$5,000 for the Capital Improvement Fund.

The City shall not be required to pay fees for the use of the Facilities for City sponsored youth and adult recreational programs. The City shall pay additional costs set forth elsewhere in this Master Agreement.

2. TIME OF ESSENCE. Time is expressly declared to be of the essence of each provision of this MOU.

3. **NOTICES.** Any and all notices or other communications required or permitted by the MOU or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or, in lieu of personal service, when deposited in the United States mail, first class, postage prepaid, addressed to:

District

Hollister School District
Attn: Superintendent
2690 Cienega Road
Hollister, CA 95023

City

City of Hollister
Attn: City Manager
375 Fifth Street
Hollister, CA 95023


Either the District or City may change its address or contacts for purposes of this Section by giving notice of the change to the other party in the manner provided in this Section.

4. **GOVERNING LAW.** This MOU shall be governed by and in accordance with the laws of the State of California. Any action to enforce the terms of this MOU shall be brought in the appropriate court having jurisdiction over matters arising in San Benito County, California.

5. **WARRANTS OF AUTHORITY.** Each of the persons signing this MOU represents and warrants that such person has been duly authorized to sign this MOU on behalf of the party indicated, and each of the parties by signing this MOU warrants and represents that such party is legally authorized and entitled to enter into this MOU.


IN WITNESS WHEREOF, the parties have caused this MOU to be executed this day of DECEMBER 8, 2017.

HOLLISTER SCHOOL DISTRICT



Lisa M. Andrew, Ed. D.
Superintendent

CITY OF HOLLISTER



William Avera
City Manager