



Agenda Item No. 12i.

Staff Report

Date: May 12, 2022

To: Mayor Robbins and Council Members

From: Gretchen Castets, Recreation Manager

Subject: Approval of an Amendment to the Ross School District and Town of Ross Park and Recreation Memorandum of Understanding allowing a One-Year Pilot Program for Intermittent Community use of Ross School Exterior Restrooms

Recommendation:

It is recommended that the Town Council approve an amendment to the Memorandum of Understanding between Town of Ross Park and Recreation and the Ross School District to allow a one-year pilot program to enable intermittent community use of the Ross School exterior blacktop restrooms during non-school hours.

Background and Discussion:

On November 6, 2012, the Town of Ross and the Ross School district signed a Memorandum of Understanding (MOU), which formalized the agencies' long-standing relationship. The current MOU will expire in June of 2079.

At the March 10, 2022 Town Council Meeting, the Town Council approved a one-year pilot program to utilize the exterior bathrooms at Ross School for intermittent community use during non-school hours. Prior to moving forward with the pilot program, the Ross District asked that the Town sign an amendment to the current MOU in order to allow the program to take place. Town Council approval is required to authorize the Town Manager to execute an amendment to the MOU.

The proposed amendment to the MOU are as follows:

1. The MOU will be amended to include the following sentence in Section 2:

Ross Recreation shall also have year-round access to the exterior restrooms located outside the gates to Ross School, including on weekends, for use by the public.

2. The MOU will be amended to include the following sentence at the end of Section 5:

The Town of Ross shall be responsible for opening and closing the exterior restrooms during the weekend for public use, including ensuring that the restrooms are securely locked each Sunday evening (or Monday, if it is a holiday).

3. The MOU will be amended to include the following sentence at the end of Section 6:

The District will invoice Ross Recreation for custodial services related to public use of the exterior restrooms.

Alternative actions:

The alternative action would be to continue the status quo.

Fiscal, resource and timeline impacts:

The cost for the pilot program is approximately \$8,000 to cover the additional janitorial expenses. The pilot program will commence upon execution of this amendment.

Attachments

1. Current MOU document between Town of Ross and the Ross School District
2. Proposed Amendment No. 1 to Ross School District and Ross Park and Recreation MOU

ATTACHMENT 1

Ross School District and Ross Park and Recreation
Memorandum of Understanding

November 6, 2012

This Memorandum of Understanding sets forth the agreement between the Ross School District (The District) and Ross Park and Recreation (Ross Recreation) regarding the subjects covered herein. The Background History for this agreement is provided at the end of this agreement.

TERMS AND CONDITIONS

1. Upon completion of Phase Two remodeling of Ross School, The District provided Ross Recreation with a community room and office room at Ross School for the purpose of conducting and administering the programs and activities provided by Ross Recreation. Ross Recreation has contributed in excess of \$275,000 for the permanent designation of the Ross Recreation Office and community room space to the Recreation Department.

2. The District shall also allow Ross Recreation to use additional rooms and grounds subject to availability and the needs of Ross Recreation. Priority for the use of additional rooms and grounds will be in the following order: 1) School District 2) Ross Recreation 3) Other eligible user groups as outlined in the Facility Use Permit Application and Proceedure Manual.

During the school year, Ross Recreation will have access to a minimum of four (4) classrooms at no charge to Ross Recreation. In addition, Ross Recreation will have first right of refusal for the use of the gymnasium once the school athletic schedule and

other school related events are determined. At the commencement of the summer, Ross Recreation will have access to a minimum of eight (8) classrooms at no charge and use of the gymnasium at no extra charge through the end of the month of July. Should an opportunity arise for Ross Recreation to offer additional classes, Ross Recreation will work with The District to find additional rooms with no additional charge.

3. Ross Recreation will contribute to The District a minimum of \$10,000 per year for the Ross Recreation office and community room by May 1st of each year. During the summer, Ross Recreation will pay for custodial costs to maintain the summer program classrooms and gym used by Ross Recreation.

4. The Ross Recreation office and community room will be used by Ross Recreation solely for the purpose of maintaining and operating supervised recreational activities. Ross Recreation will not make any use of either space or other District facilities that is not in keeping with the purposes of Ross Recreation, the policies of The District, and/or this Agreement.

5. Ross Recreation will provide adult supervision over the conduct of all Ross Recreation activities offered in the community room and on The District grounds and within its buildings.

6. Ross Recreation will provide custodial care for the Ross Recreation office and community room. Both spaces will be maintained in a clean and undamaged condition. Ross Recreation will clean those other portions of The District grounds, such as the playground area, following use by Ross Recreation.

7. The office and community room spaces provided in Phase Two will give Ross Recreation, two adjoining rooms totaling approximately 1332 square feet, completely outfitted with walls, windows and doors, lights, flooring, cabinets, all electrical outlets, computer outlets, phone outlets, heat, a separate alarm system, and all the amenities of a similar classroom space.

8. Ross Recreation will schedule the timing of its activities to be held in the community room so as not to unreasonably interfere with the activities of Ross School and will provide The District with a schedule of all programs and activities. Ross Recreation and The District will meet three times per year to discuss program and facility needs for Ross Recreation classes and to review the program schedules to be offered by Ross Recreation.

9. Ross Recreation will comply with the provisions of Education Code section 10911.5, which requires fingerprinting of employees and further agrees that no activity in violation of state or federal laws, local ordinances or School District policies, rules or regulations will be conducted on the grounds of Ross School. This includes any use that involves the possession, consumption, or sale of alcoholic beverages, tobacco, or any restricted substances. Ross Recreation will not knowingly employ anyone who has a criminal record.

10. The District may enter the Ross Recreation space at any and all reasonable times.

11. The District and Ross Recreation each agree to indemnify, save, and hold harmless the other and their respective boards of trustees, officers, agents, and employees, from any and all claims and causes of action, suits, or judgments, including

expenses incurred therewith for the death or injury to person, or loss or damage to property resulting from negligent or wrongful acts or omissions of The District or Ross Recreation, their respective officers, agents, employees, or invitees. In that regard, The District and Ross Recreation each agree to carry liability insurance in the amount of \$5,000,000 per occurrence for activities and \$25,000,000 for structural / building which will name the other as an additional insured and cover the other for such use of the Ross Recreation space or other district facilities or grounds by The District or Ross Recreation. These policies will have a provision that, in the event of cancellation or a material change in coverage, the insurance company will give a minimum of thirty (30) days' written notice to The District or Ross Recreation, as the case may be, and will provide a certificate of insurance to each other. Each will also carry workman's compensation insurance as required by law.

12. The District agrees not to terminate Ross Recreation's right to use the Ross Recreation office or community room except by mutual agreement of The District and Ross Recreation or, as follows: The District may terminate Ross Recreation's use of the Ross Recreation office and community room only if Ross Recreation materially changes the nature or scope of its mission, which is to provide a program of instruction to the public on subjects beneficial to the Ross community in which an individual may improve or develop him/herself physically, mentally and/or socially, or if Ross Recreation fails to comply with this agreement. It is the intent of the parties that they will make clear to the other party if they believe the other party is not following this agreement and in good faith tries to resolve the problem. It is the intent of the parties that this agreement is for Ross Recreation tenancy for sixty-six years, and that it is not to be terminated because of minor problems or misunderstandings that do not have a significant adverse impact on the missions and responsibilities of a party. Notwithstanding the foregoing, Ross Recreation may terminate this agreement without cause by giving the School District

ninety days written notice that they will no longer occupy the office space and community room.

13. In the event of any dispute or significant problem arising out of this Agreement prior to commencing any legal action, the parties agree to submit the dispute for informal resolution by way of mediation before a panel of five persons: one representative each from The District, Ross Recreation, the Ross Town Council, a parent of a current student of Ross School who has no affiliation with The District, Ross Recreation or the Town of Ross as a paid employee, board member, council member, or any former affiliation that would create a conflict for any of the parties identified in this agreement and a citizen of Ross who does not then hold a position with The District, Ross Recreation or Ross Town Council. The latter two members will be selected by the first three members from two lists containing four names each, one list to be submitted by School District and one list to be submitted by Ross Recreation. The decisions and recommendations of the mediation panel will not be binding, but the parties agree to consider the decisions and recommendations in good faith with the intent to carry out the original spirit of this agreement.

14. There may be times when The District will have the opportunity to generate significant revenue by allowing and approving a one-time use permit for facilities. Should this opportunity occur, The District shall provide Ross Recreation 30-days notice and will offset reasonable costs associated with relocating the program to an alternate space/ location. The cost of the alternate space / location will be mutually agreed to by both parties. It is agreed that these opportunities will be limited in scope and frequency. The use permit for such an event would be for a period not to exceed 48 hours. The approval of such one-time use permits will not have an on-going or long term impact on regularly scheduled Ross Recreation programs.

15. Neither party may sublet or assign any rights under this Agreement to any other party.


16. This agreement expires on June 30, 2079. Ninety (90) days prior to expiration, The District will offer Ross Recreation first right of refusal to enter into a new agreement.

Entered this 14th day of November, 2012

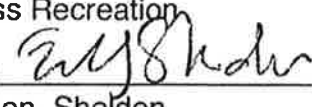
Ross School District

By: 
Whit Garther

President, Ross School Board of Trustees

By: 
Chi Kim
Superintendent

Ross Recreation

By: 
Eileen Sheldon

Ross Recreation President by resolution
of the Board of Trustees by their
Unanimous vote

By: 
Pam Riley
Ross Recreation Director

RESOLUTION - APPROVAL OF ROSS SCHOOL DISTRICT AND ROSS RECREATION MEMORANDUM OF UNDERSTANDING

WHEREAS, there has been presented to this Board of Trustees of Ross Park and Recreation aka Ross Recreation District ("Ross Recreation") an agreement called ROSS SCHOOL DISTRICT AND ROSS PARK and RECREATION MEMORANDUM OF UNDERSTANDING (Memorandum) in the form to which this resolution has been affixed; and,

WHEREAS, the Board deems it desirable and in the best interests of Ross Recreation and the community which Ross Recreation serves to enter into the Memorandum with the Ross School District;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Memorandum be and they hereby are in all respects approved by unanimous vote of a quorum of the Board; and that the President of Ross Recreation is authorized and directed to execute and deliver the Memorandum in the form presented to this meeting, such approval to be conclusively evidenced by the execution of the Memorandum by such officer.

CERTIFICATE OF ADOPTION OF RESOLUTION

I certify that:

1. I am now and at the times mentioned below was the duly elected, qualified, and acting President of Ross Park and Recreation aka Ross Recreation District ("Ross Recreation").

2. The above-stated resolution is a true copy of the resolution by the Board of Directors of Ross Recreation, duly adopted by unanimous vote held at a meeting on November 6, 2012

3. The resolution referred to above has not been modified or rescinded and is at the date of this certificate in full force and effect.

Dated: November 6, 2012



Eileen Sheldon, Ross Recreation President

Attest: 

Pam Riley, Ross Recreation Director

RESOLUTION #5-12: APPROVAL OF ROSS SCHOOL DISTRICT AND ROSS RECREATION MEMORANDUM OF UNDERSTANDING

WHEREAS, there has been presented to this Board of Trustees of the Ross School District an agreement called ROSS SCHOOL DISTRICT AND ROSS PARK and RECREATION MEMORANDUM OF UNDERSTANDING (Memorandum) in the form to which this resolution has been affixed; and,

WHEREAS, the Board deems it desirable and in the best interests of Ross School District and the community which we serve to enter into the Memorandum with the Ross Park and Recreation;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Memorandum be and they hereby are in all respects approved by unanimous vote of a quorum of the Board; and that the President of Ross School District Board of Trustees is authorized and directed to execute and deliver the Memorandum in the form presented to this meeting, such approval to be conclusively evidenced by the execution of the Memorandum by such officer.

CERTIFICATE OF ADOPTION OF RESOLUTION

I certify that:

1. I am now and at the times mentioned below was the duly elected, qualified, and acting President of the Ross School District Board of Trustees
2. The above-stated resolution is a true copy of the resolution by the Board of Trustees, duly adopted by unanimous vote held at a meeting on November 14, 2012
3. The resolution referred to above has not been modified or rescinded and is at the date of this certificate in full force and effect.

Dated: November 14, 2012


Whit Gaither
President, Ross School Board of Trustees

Attest:


Chi Kim, Superintendent

BACKGROUND HISTORY

A) The District is the owner of the Ross School.

B) Ross Recreation is a community recreation district organized by resolution of the Ross Town Council Recreation Advisory Board for the purpose of providing educational, recreational and enrichment activities (collectively referred to as "Activities") to the citizens of Ross and adjoining towns.

C) Residents of Ross and the Kentfield portion of the Ross School District govern Ross School District. A Board of residents of Ross and the surrounding community governs Ross Recreation. School District is supported by state funds, parcel tax funds and community donations. Fees paid by participants and community fundraising activities support Ross Recreation. The constituencies and sources of financial support and beneficiaries of both School District and Ross Recreation are largely the same. Accordingly, it makes sense for the two entities to cooperate to the extent possible to provide their respective services to the community as efficiently as possible.

D) Because of their common interests and complimentary missions, The District and Ross Recreation have had a long-standing relationship. The District has historically provided Ross Recreation with the use of rooms and grounds for the purpose of offering Ross Recreation's programs to The District's students and the public. It is the mutual desire of The District and Ross Recreation to continue their long-standing relationship and promote community recreational activities.

E) In 1997, The District proposed an expansion plan, which included a community room for Ross Recreation. Based on the initial expansion plan, Ross Recreation pledged \$250,000 as a capital contribution. As the expansion plans developed, School District created and approved a Master Plan for the expansion of Ross School in two phases. Phase One resulted in a remodeled office and classroom space for Ross Recreation. Both spaces were completely fitted out by Ross Recreation

at its own additional expense of approximately \$152,000. Phase Two included plans for a larger community room and an office that were to be completely fitted out by School District in accordance with regular classroom specifications (see section 7 of Terms and Conditions).

F) In the year 1999, Ross Recreation contributed one-half of its original pledge of \$125,000, to Phase One for its office and community room with the understanding that the balance of \$125,000 would be contributed for Phase Two of construction. Phase Two was to include new space for a Ross Recreation office and community room. However, between late 2004 and early 2005, Ross Recreation gave The District an advance of \$60,000 to offset threatened state cutbacks to the District. Later, Ross Recreation agreed to consider that donation as incremental to their pledge. In May 2008, Ross Recreation agreed to increase the balance of its pledge from \$125,000 to \$275,000 (an increase of \$150,000) for Phase Two of construction. This increased pledge contribution was based on the understanding that the new community room and office would be completely fitted out by The District (see section 7 of Terms and Conditions).

G) In addition to its total pledge of \$400,000 and the advance of \$60,000, Ross Recreation has paid The District \$10,000 per year since 1999, bringing the Ross Recreation total contribution to The District to \$560,000. Given these financial contributions, in addition to the programs provided by Ross Recreation to The District and community, Ross Recreation will continue its contribution to Ross School District at a minimum rate of \$10,000 annually.

(H) Upon adopted resolutions by the Ross Recreation Board of Directors and the Ross School District Board of Trustees Ross Recreation will submit final payment of \$62,500.

ATTACHMENT 2

Amendment No. 1 to Ross School District and Ross Park and Recreation
Memorandum of Understanding
May 2nd, 2022

This Amendment No. 1 to the Memorandum of Understanding (MOU) between the Ross School District (The District) and Ross Park and Recreation (Ross Recreation) is entered into on this 2nd day of May, 2022.

TERMS AND CONDITIONS

1. The MOU shall be amended to include the following sentence immediately preceding the second to last sentence in Section 2:

Ross Recreation shall also have year-round access to the exterior restrooms located outside the gates to Ross School, including on weekends, for use by the public.

2. The MOU shall be amended to include the following sentence at the end of Section 5:

The Town of Ross shall be responsible for opening and closing the exterior restrooms during the weekend for public use, including ensuring that the restrooms are securely locked each Sunday evening (or Monday, if it is a holiday).

3. The MOU shall be amended to include the following sentences at the end of Section 6:

The District will invoice Ross Recreation custodial services related to public use of the exterior restrooms. Such amounts shall be due and payable thirty (30) days following issuance of such invoice.

4. Unless otherwise amended herein, all other provisions of the MOU shall remain in full force and effect.

Entered this 2nd day of May 2022

Ross School District

By: _____

Michael McDowell, Ed. D
Superintendent

Town of Ross

By: _____

Christa Johnson
Town Manager