



Meeting Date: 10 / 09 / 12

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Other <u>Study Session</u>

Prepared By: Michael Henderson *MA* Agenda Item No. R-1  
 Reviewed By: City Manager *JRP* City Attorney *MA* Finance *JC* Other (Specify) \_\_\_\_\_

**DATE:** September 24, 2012

**TO:** City Council

**FROM:** Michael Henderson, General Services Superintendent *MA*  
 City Manager Department

**SUBJECT:** Review of Joint Use Agreement between the City of Oxnard and the Rio School District

**RECOMMENDATION**

That City Council receives this report and provides direction to staff regarding the joint use agreement.

**DISCUSSION**

In 1996 the City of Oxnard entered into the Joint Use School/Park Lease Agreement for the Acquisition, Maintenance, Operation and Use of the Rio Rosales Elementary School and East Village Park. This agreement was amended in July of 2000 and again in May of 2002. Under the current agreement the City of Oxnard is responsible for the construction of the park and the School District is responsible for all park maintenance. The southern one-half of the park (approximately 3 acres) will be opened to the public at all times and the northern one-half of the park (approximately 3 acres) will be opened to the public when school is not in session. The northern one-half of the park serves as the Rio Rosales Elementary School playground when school is in session. However, the School District, like many school districts across the state, does not have the funding necessary to properly maintain this 6 acre park/school playfield site.

Therefore, in order to move forward with the park construction, operation and maintenance it is recommended that the City enter into a Revised Joint Use Agreement with the Rio School District that would provide a level of park maintenance that allows and encourages community activities for the City's "joint" residents.

A framework for a revised Joint Use Park Agreement is as follows:

1. City agrees to construct the 6 acre park
2. City agrees to maintain the 6 acre park (instead of Rio School District)
3. City agrees to lease, at no cost to Rio School District, the northerly 1/2 of the 6 acre park to Rio School District to use as a school play field for 55 years, but only as long as the adjacent school site is used as a school

To fairly compensate the City for taking on the obligation to maintain the park:

4. Rio School District (RSD) forgives payment from the City for ½ the cost of designing and constructing restrooms adjacent to Rio Rosales School (approximately \$204,000)
5. RSD deeds a 15' strip of land (11,614 sf) between the school site and the park to the City to incorporate into the park
6. RSD will pay for water and utilities at the normal city rates (approximately \$18,000/year)
7. RSD will pay for 50% of the cost to install and repair the fence and gates around the northern ½ of the 3 acre park (approximately \$35,000 for RSD)
8. RSD will lease to the City for 55 years, at no cost to the City, the 1.17 acres of land adjacent to the fire station just northwest of the intersection of Simon Way and Vineyard Avenue
9. RSD agrees to donate the snack bar equipment to the City to use in another park location (approximately \$14,000 value)

If the City of Oxnard has the use of the property at the end of Turnout Lane, the City would no longer need to use the property, approximately 1.4 acres located on River Park Blvd., as the site for the River Park Communities Facility District (CFD) maintenance building. However, this new site is large enough only for the maintenance buildings. There is a site for the City's park offices, the current River Park LLC Information Center, located at the south end of Central Park on Oxnard Boulevard. River Park LLC is interested in working with the City to turn over to the City the Information Center for the City's park offices. Shea Properties has expressed an interest in purchasing the 1.4 acre site on River Park Boulevard from the City. If approved the City could sell the 1.4 acres to Shea Properties, build the maintenance building on the 1.17 acres of land at the end of Turnout Lane, and take over ownership of the River Park Information Center Building at the south end of Central Park for park offices. The River Park CFD would then have a maintenance facility at the end of Turnout Lane and staff offices and public meeting room space at the south end of Central Park.

On Wednesday, September 26, City staff made this presentation to the Parks, Recreation and Community Services Commission. The presentation was favorably received by the Commission and they unanimously voted to forward the commission's recommendation in favor of this new joint use agreement to City Council.

## **FINANCIAL IMPACT**

The full financial impact has yet to be analyzed. The financial impact details will be described in the future report.

- Attachment #1 - First Amendment to First Amended & Restated Joint Use Agreement 2002  
2 - First Amended and Restated Joint Use Agreement 2002  
3 - Original Agreement

**FIRST AMENDMENT TO FIRST AMENDED AND RESTATED JOINT USE SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION, MAINTENANCE, OPERATION AND USE OF THE NEW ELEMENTARY SHOOOL AND PARK IN THE EAST VILLAGE OF THE NCSP AREA**

**THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED JOINT USE SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION, MAINTENANCE, OPERATION AND USE OF THE NEW ELEMENTARY SCHOOL AND PARK IN THE EAST VILLAGE OF THE NCSP AREA ("Amendment") entered into effective May 7, 2002 amends THE FIRST AMENDED AND RESTATED JOINT USE SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION, MAINTENANCE, OPERATION AND USE OF THE NEW ELEMENTARY SCHOOL AND PARK IN THE EAST VILLAGE OF THE NCSP AREA, ("Agreement") entered into on the 12<sup>th</sup> day of July, 2000, by and between the City of Oxnard, a municipal corporation, hereinafter referred to as CITY, and the Rio School District of Ventura County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT, (collectively the "PARTIES"). This Amendment amends various provisions of the Agreement as set forth herein.**

**RECITALS**

All capitalized and initially capitalized terms in this Amendment have the same meaning as the same terms have in the Agreement.

The PARTIES entered into the Agreement to establish recreational facilities which serve the needs of the general public, CITY and DISTRICT for recreational facilities.

CITY now owns all of lot K, described in the Agreement. The DISTRICT owns all of lot L, described in the Agreement. Under the Agreement, CITY grants to DISTRICT, a leasehold interest in all of lot K for the Permanent School Lease Term, on the terms and conditions set forth in the Agreement. The Permanent School Lease Term has not commenced as of the date of this Amendment.

DISTRICT has determined that DISTRICT does not require or desire to include the southern half of lot K as part of the property leased by CITY to the DISTRICT during the Permanent School Lease Term.

CITY is willing to lease to DISTRICT only the northern one half of lot K during the Permanent School Lease Term, however, CITY requires that the maintenance obligations of DISTRICT as set forth in the Agreement continue as stated therein.

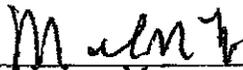
NOW, THEREFORE, CITY and DISTRICT do mutually agree as follows:

1. Notwithstanding any references or implications to the contrary in the Agreement, the property leased to DISTRICT by CITY under the Permanent School Lease shall be the northern half of lot K. The property leased to DISTRICT under the Permanent School Lease shall not include the southern half of Lot K.

2. At the expiration of the Interim School Lease Term, all right, title, and interest to the southern half of lot K shall revert to and vest in CITY.
3. All references in the Agreement to the PARTIES' use, restrictions on CITY use, and DISTRICT right to use lot K during the Permanent School Lease Term shall be interpreted as pertaining to the northern half of lot K and not to the southern half of lot K.
4. The Tot lot referenced in paragraph 9 of the Agreement shall be constructed on the southern half of lot K.
5. Notwithstanding the provisions of paragraphs 1, 2, and 3 hereinabove, DISTRICT shall retain the responsibility to maintain all of lot K as set forth in the Agreement.
6. Except as amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect.

THE CITY OF OXNARD:

RIO SCHOOL DISTRICT  
OF VENTURA COUNTY, CALIFORNIA:

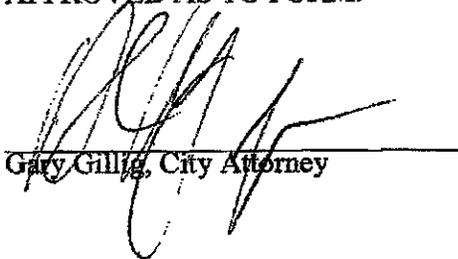
  
\_\_\_\_\_  
Manuel Lopez, Mayor

  
\_\_\_\_\_  
Ms. Yolanda M. Benitez, Superintendent

ATTESTATION:

  
\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gary Gillig, City Attorney

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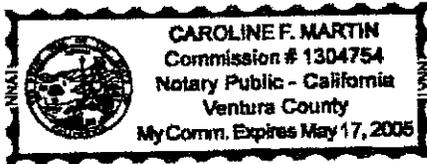


FOR NOTARIZATION OF YOLANDA M. BENITEZ:

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF VENTURA )

On this 2<sup>nd</sup> day of May, 2002, before me, the undersigned, a Notary Public in and for the State Of California, with principal office in the County of VENTURA, residing therein, duly commissioned and sworn, personally appeared Yolanda m. Benitez, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.



*Caroline F. Martin*  
NOTARY PUBLIC  
In and for the State of California

NOTARY SEAL

RECORDED AT REQUEST OF

Government Code  
Sec. 6103

WHEN RECORDED MAIL TO

City of Oxnard  
City Clerk's Office  
305 West Third Street  
Oxnard, CA 93030

(FOR RECORDER'S USE ONLY)

First Amended and Restated Joint Use  
School/Park Lease Agreement

Amending Document No.

ATTACHMENT NO. 1

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