City of FRESNO REPORT TO THE CITYCOUNCIL

AGENDA ITEM NO. 9:30am A
COUNCIL 6/10/08
APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

June 10, 2008

FROM: RANDALL L. COOPER, DIRECTOR
Parks, After School, Recreation and Community Services Department

BY: AMY ARAMBULA, EDUCATION LIAISON
Office of the Mayor

JERRY HAYNES, ASSISTANT DIRECTOR
Parks, After School, Recreation and Community Services Department

SUBJECT: APPROVAL OF CONTRACT WITH FRESNO UNIFIED SCHOOL DISTRICT PROVIDING JOINT USE OF DISTRICT HIGH SCHOOL ATHLETIC FACITIES RUNNING THROUGH DECEMBER 31, 2025.

KEY RESULT AREA
ONE FRESNO

RECOMMENDATIONS
The Parks, After-School, Recreation and Community Services Department (PARCS) recommends that the City Council approve the attached agreement between the City of Fresno and Fresno Unified School District (FUSD) relating to the joint use of district high school athletic facilities, to include the allocation of $2,000,000 in park bond funds to the specific facility improvements as detailed in Exhibit "A."

EXECUTIVE SUMMARY
In December 2007, the City Council approved and authorized $2,000,000 of the latest park bond funds to be given to FUSD for non-specific joint use projects. City and FUSD staff have met and specifically identified the joint use projects to be funded and the improved access that the City of Fresno and Fresno residents will receive to FUSD high school athletic facilities. The attached agreement addresses expanded access for City and community use, insurance, utilities and maintenance.

KEY OBJECTIVE BALANCE
This recommendation addresses the three key objectives of Customer Satisfaction, Employee Satisfaction and Financial Management by:

1. Customer Satisfaction is demonstrated by the City's commitment to high-quality recreation and green space amenities that will serve thousands of FUSD students and many segments of our community.
2. Providing employees with access to new or improved facilities on FUSD high schools that can support PARCS programs or activities.
3. From a financial perspective, the City is leveraging funds that will allow City recreational programs, FUSD students and youth and the general public expanded access to additional or improved recreational facilities.

Presented to City Council
Date 6/10/08
Disposition rec. approved

BACKGROUND

In 2007, FUSD Superintendent Michael Hansen and FUSD Staff offered the Mayor, City Council members and city staff the opportunity to partner with FUSD to enhance under-utilized athletic facilities on FUSD high school campuses to maximize community recreational use and expand the capacity for the City, City residents and FUSD students.

In December 2007, the City Council approved and authorized $2,000,000 in park bonds proceeds to be used for FUSD non-specific joint use projects. City staff and FUSD staff have collaborated to identify the recreational facility improvements to be funded in a manner that ensures equity for all areas of our city:

DISTRICT FACILITY	FACILITY IMPROVEMENT	CITY CONSTRUCTION CONTRIBUTION
Bullard High School	Lights around track	$ 250,000
	All Weather Track (portion)	$ 150,000
Edison High School	Lights around track	$ 250,000
	Seating around track	$ 250,000
Fresno High School	All Weather Track (portion)	$ 425,000
Hoover High School	All Weather Track (portion)	$ 425,000
Roosevelt High School	Lights around track	$ 250,000
	TOTAL Contribution	$2,000,000

FUSD shall construct all recreational facility improvements by not later than September 2011 and the City, upon receipt of a notice of completion, shall reimburse FUSD prorata the amount associated with each improvement.

The Joint Use Agreement between FUSD and the City of Fresno grants the City a no-fee license to use the enhanced tracks and adjacent athletic fields for recreational purposes through December 31, 2025. The license gives the City a priority right to schedule use of these facilities whenever the facilities are not being used by FUSD for educational programs and related school activities. The priority for use of these facilities is as follows:

1) District use activities and programs;
2) City use recreation programs and activities; [1]
3) Community use by community groups and organizations; and
4) General public use.

The City, at a minimum, has a priority right to schedule use of the facilities, as well as the McLane and Sunnyside stadiums, during the timeframes contained in Exhibit B to the Joint Use Agreement. For example, FUSD commits to regularly make its tracks and athletic fields that are not located within stadiums available to the general public on a daily basis from dawn to dusk, on an unscheduled basis, and can remain available until 10 PM if the City and District both agree, in writing, to pay one-half the electricity costs of the track lights. During regular FUSD hours of operation (during which maintenance staff or supervisory staff are usually scheduled), there is no charge for City use of the enhanced track facilities or adjacent fields. However, the City is responsible for all litter and related clean-up attributable to its use. Outside regular District hours, the City agrees to reimburse FUSD for any direct labor costs arising from District staff opening and locking restrooms, if requested for City scheduled events, and any custodial overtime incurred by the District if the City fails to provide litter and related cleanup.

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[1] District, City or Community use of Facilities for youth activities/programs shall have priority over City's use of Facilities for its adult activities/programs.

While no improvements to the McLane and Sunnyside stadiums are being funded by the City, FUSD has agreed to include enhanced access to the stadiums in the Joint Use Agreement and reduce the cost for City use of the stadiums to $1150 per day and direct labor costs for the stadium manager.

The Joint Use Agreement also includes provisions as to maintenance and repair, indemnification, and insurance, amongst others.

FUSD intends to seek Board approval of this Agreement on June 18, 2008.

FISCAL IMPACT
The $2,000,000 is funded by the Park Bond Proceeds.

Attachment: Agreement between City of Fresno and FUSD relating to the joint use of District high school athletic facilities

9:00am A
6/10/08

CITY OF FRESNO
City Clerk's Office (Original)

5/19/08 FINAL

AGREEMENT BETWEEN CITY OF FRESNO AND FRESNO UNIFIED SCHOOL DISTRICT RELATING TO THE JOINT USE OF DISTRICT HIGH SCHOOL ATHLETIC FACILITIES

This Agreement between City of Fresno and Fresno Unified School District Relating To The Joint Use of District High School Athletic Facilities (this "Agreement") is made and entered into as of this 10th day of June, 2008, between the City of Fresno, a municipal corporation (the "City"), and the Fresno Unified School District, a public school district (the "District").

RECITALS

A. The City has adopted a parks and recreational facilities impact fee to address the need for open space and recreational facilities generated by new residential growth throughout the City.

B. The District is authorized by California Education Code Section 10910 to allow use of District properties by other public authorities for community recreational purposes.

C. City and District hereby desire to expand the overall capacity for utilization of District high school athletic facilities for use by the City and City residents, to facilitate community recreational uses and to authorize the City to make use of such facilities in accordance with the terms of the license granted in this Agreement. The "District High School Athletic Facilities" subject to this license are more particularly detailed on attached Exhibit B.

D. City and District, to partially address the need for additional open space and recreational facilities, desire to install lighting, seating and all weather track surfaces at athletic facilities located on District high school properties. The Recreational Facility Improvements and the adjacent athletic fields are referred to herein collectively as the "Enhanced District Facilities". The improvements to the Enhanced District Facilities (the "Recreational Facility Improvements") are more particularly detailed on attached Exhibit "A". The Recreational Facility Improvements and the uses of those facilities to be authorized by this Agreement are referred to herein as the "Project".

E. The Project is consistent with the City's 2025 General Plan including the Open Space and Recreational Element, hereinafter the "Plan" including the finding therein that the City's playfield program of utilizing joint use agreements with school districts provides recreational space for public and community uses, and the Plan's objective of continuing to coordinate with other agencies and organizations providing recreation facilities and services.

F. Pursuant to the Plan the City has a further stated policy objective of, where feasible, using school sites for city recreation programs in order to provide a wider range of recreation programs and maximize the efficient use, maintenance, and supervision of public facilities, which such objectives are met by this Agreement.

G. The Project is consistent with and supportive of the applicable Plan designations, findings and determinations including that the Project will further and facilitate public and community recreational uses per joint use relationships with school districts. The Project is further consistent with all applicable Plan policies, and with the applicable zoning designation, and related zoning regulations.

H. The Project also will cause the enhancement of under-utilized school district property to more effective and viable uses; will improve the aesthetics and appearance of the Project area and the surrounding area; and will contribute to improved opportunities for public and community recreational activity in the City.

I. The City will fund its obligations under this Agreement with/to the extent of annually allocated and available Park Facilities Fees Bond Proceeds to be confirmed to the District prior to any/all bid awards by the District hereunder.

J. This Agreement is subject to and contingent upon environmental review in compliance with the California Environmental Quality Act (CEQA) and such review is a condition precedent to the continuing effectiveness of this Agreement and will be completed prior to District making or occupying any Project improvement(s) hereunder. The City's approval of this Agreement is not approval of any such Project improvement(s.)

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree as follows:

1. Acknowledgement of Recitals and Definitions. All the foregoing recitals are true and correct and incorporated herein by this reference as though fully set forth herein.

a. Definitions.

1) The term "District Use" shall mean District's Educational Program and Related School Activities. For purposes of this Agreement, the term "Educational Program and Related School Activities of the District shall mean "an activity that is organized and administered by the District, including but not limited to, athletic games/meets, drama, carnivals, district community meetings, District meetings,

requests from other schools within the district, and the like, but excluding use of the facilities by nonprofits, leagues, and other community groups".

2) The term "City Use" shall mean City's recreation programs and activities organized and administered by the City.

3) The term "Community Use" shall mean use by community groups and organizations scheduled through the District.

4) The term "General Public Use" shall mean unscheduled use by the general public which is not a programmatic activity of the District or the City.

2. Grant of License. District, in consideration of the City's contributions as set forth hereunder hereby grants City a no fee license (the "License") to use the District High School Athletic Facilities including the Enhanced District Facilities and Recreational Facility Improvements hereunder (collectively the "Facilities"). The License is limited to use of the Facilities for recreational purposes in conjunction with recreational programs administered by the City, as further detailed below. The License shall continue for a term running through December 31, 2025. The License shall give the City a priority right to schedule use of the Facilities whenever the Facilities are not being used by the District for the Educational Program and Related School Activities of the District and the use thereof by City will not interfere with use of the Facilities for any other purpose of the District, provided that District, City or Community use of Facilities for youth activities/programs shall have priority over City's use of Facilities for its adult activities/programs. At a minimum the City shall have such a priority right to schedule use of the Facilities listed in Exhibit B during those timeframes contained in Exhibit B hereto. Each party shall retain all revenues (including fees) resulting from its respective activities, consistent with controlling laws, rules and regulations.

a. Priority of Use. The priority of use for Facilities shall be as follows:

1) District Use activities and programs;

2) City Use recreation programs and activities;[1]

3) Community Use by community groups and organizations, whose use shall be scheduled through the District.

4) General Public Use not scheduled and not a programmatic activity of the District or the City.

b. Scheduling of Use. Annually, prior to each July 31st hereunder, the City and the District, through its Civic Center Office shall meet and coordinate City's schedule for use of the Facilities for the upcoming year including with regards to conflict(s) with any existing third party contract(s). The District shall not unreasonably fail to accept City's schedule for use of the Facilities. The parties shall exercise good faith efforts to obtain agreement on any amendments to City's Facilities joint use schedule and to resolve any conflicting uses thereunder. The City acknowledges and agrees that, if the City makes a request to schedule use through the Civic Center Office after August 1st of each year hereunder, then the City's request shall be denied to the

[1] District, City or Community use of Facilities for youth activities/programs shall have priority over City's use of Facilities for its adult activities/programs.

extent the District has already issued a contract for the facility, time and date requested by the City. The City will confirm its intent to use Facilities with the Civic Center Office seven days prior thereto and make arrangements for any requested custodial, staff or other services. The City shall be responsible for and supervise its use of the Facilities, in consultation with the respective school principal and the Civic Center Office.

c. Auxilary Facilities. City's no cost priority use of the Facilities shall also include the right to make use of auxiliary facilities including restroom facilities in reasonable proximity to such facilities (as designated from time to time by the District.) Auxiliary facilities and fixed equipment, such as parking lots, bleacher seats, and other fixtures designated for use in connection with such auxiliary facilities, shall be included herein.

d. General Public Uses. In addition, the District commits to regularly make available to the general public on an unscheduled basis, use of its track facilities and athletic fields that are not located within stadium facilities, in circumstances where such use does not conflict with organized activities of the District, the City, or scheduled community group activities. The District agrees to make such facilities available to the general public on a daily basis, from dawn until dusk. The City and the District further agree that, upon the mutual written letter agreement of their respective authorized agents, each party shall pay one-half the costs of any submetered electricity attributable to use of the track lights and such facilities will remain available until 10 PM.

e. City Use During Regular District Hours. Subject to the scheduling requirements and use priorities specified in Subsections (a) and (b) above, priority use of the Facilities shall be made available to the City for its organized and supervised recreation programs at no charge during regular District hours of operation (hours during which building maintenance or appropriate supervisory staff are usually scheduled). The City shall be responsible for all litter and related clean-up attributable to City's use of such facilities.

f. City Use Outside Regular District Hours. Subject to the scheduling requirements and use priorities specified in Subsections (a) and (b) above, priority use of the Facilities shall be made available to the City for its organized and supervised recreation programs at no charge outside regular District hours of operation. The District will not require District custodial staff to be on duty unless access to restrooms and/or other buildings is needed. For stadium use, the District will require the stadium manager be on duty. The City shall be responsible for all litter and related clean-up attributable to City's use of such facilities. The City agrees to reimburse the District upon invoice in arrears for:

1) Any reasonable costs the District incurs in allowing use of such facilities (and the associated restroom and auxiliary facilities) outside the regular hours of operation, that are requested and approved by the City prior to the use;

2) Direct labor costs arising from District personnel opening and locking non-stadium restrooms for City scheduled events, provided prior request is made by City and District informs the City of the amount of such direct labor costs prior

to the event;

3) Direct labor costs arising from the stadium manager; and

4) Any custodial overtime that the District is required to incur due to City's failure to provide litter and related clean-up.

g. Electricity Charges. Notwithstanding subsection (f) above, regardless of whether City's use is conducted during or after regular hours of operation, City shall reimburse District on an annual basis for one-half of the costs of any submetered electricity attributable to City's use of the track lights.

h. Maintenance and Repair. Except as specified below (and subject to City's obligations specified in Subsection (f) above), District shall be responsible for (i) all maintenance and repair of the non-stadium Facilities, (ii) all maintenance and repair of stadium Facilities except that City shall, from and after August 1st, 2008 pay the District the amount of $1150 per day for each Stadium Use, which amount covers extraordinary stadium maintenance costs, lights, line painting and trash removal not otherwise reimbursed under this Agreement. Nothing in this Agreement shall be deemed to impose duty/responsibility upon City to inspect District Facilities. City shall make reasonable efforts to notify the Civic Center Office of any District Facilities being utilized by City actually observed to need repair or maintenance. City shall repair, at its sole cost, damage to the Facilities (and to the associated restroom and auxiliary facilities) caused solely by City's use of such Facilities. In addition, annually prior to each July 31st hereunder, City and District shall consult with one another regarding any significant maintenance/ rehabilitation that may need to be made to the Facilities and any auxiliary facilities covered hereunder and the unreimbursed impact that the City's use has contributed to such maintenance/rehabilitation requirements. Such consultations shall include good faith negotiations concerning possible City contributions towards maintenance/rehabilitation expenses for any track surfaces and adjacent fields utilized by the City and possible modifications to the use of those Facilities by the City. In no event shall the City's contributions under this subsection "h" exceed the lesser of (i) the prorata maintenance/rehabilitation expense caused by the City's usage, or (ii) 50% of the total maintenance/rehabilitation cost.

i. Downtime for Maintenance. To maintain the condition of Facilities and playing fields downtime is required. Activities cannot be scheduled at the sites during this maintenance period. The District shall be responsible for notifying the City of the estimated downtime maintenance schedule a minimum of 14 days in advance.

j. Community and General Public Uses. Except to any extent expressly provided in this Agreement and/or otherwise agreed to by the City in a writing signed by the City's authorized agent, the City shall have no obligation, responsibility or liability as to Community and/or General Public Uses.

3. Construction of Enhanced Recreational Facilities/ Improvements/Construction Contribution Payment. The District shall, at its sole cost and as lead agency, cause the construction of the Recreational Facility

Improvements in accordance with plans and specifications approved by the District, with Project funding confirmed by not later than the award of bids and with all Project construction estimated to be completed by not later than September, 2011. City shall, within ten (10) business days after written notice from District that it has issued a notice of completion for one or more of the Recreational Facility Improvement(s) and that there are no construction liens/encumbrances thereon, pay District prorata the amount associated with such Recreational Facility Improvement(s) as set forth on Exhibit "A" (the "City Construction Contribution Payments").

4. Ownership of Enhanced District Facilities. Upon any termination or expiration of this Agreement, the Enhanced District Facilities, including but not limited to the Recreational Facility Improvements, shall at all times be owned solely by the District, and in the event of an early termination the District shall pay the City the mutually agreed upon unamortized value of the Project Facilities, if any.

5. City Indemnification. As authorized by Government Code Section 895.4, during the duration of the License, City shall indemnify, save and hold harmless the District, its officials, officers, agents, employees, and volunteers against any and all claims, causes of action, liability, suits, judgments and expenses, including reasonable attorneys fees and costs, for death or injury to persons, or loss of or damage to property, arising during City Use from: (a) negligent acts or omissions of City, its officials, officers, agents, employees or volunteers in the performance of this Agreement; or (b) use of the Facilities by the City or its authorized users or invitees. Notwithstanding the foregoing, the District shall indemnify City for claims that arise from; any dangerous or defective condition or negligent design of the Facilities; or, the District's negligent or wrongful act or omission in bidding, contract award, construction and other activities with respect to the installation and funding of the Facilities.

6. District Indemnification. As authorized by Government Code Section 895.4, during the duration of the License, District shall indemnify, save and hold harmless the City, its officials, officers, agents, employees, and volunteers against any and all claims, causes of action, liability, suits, judgments and expenses, including reasonable attorneys fees and costs, for death or injury to persons, or loss of or damage to property, arising from: (a) negligent acts or omissions of District, its officials, officers, agents, employees or volunteers in the performance of this Agreement; or (b) use of the Facilities by the District or its authorized users or invitees; (c) any dangerous or defective condition or negligent design of the Facilities or the suitability of the Project site for the Project Facilities; or, (d) the District's negligent or wrongful act or omission in bidding, contract award, construction and other activities with respect to the installation of the Project Facilities.

7. Insurance. The City, its officials, officers, agents, employees, and volunteers shall be added as an additional insured on the District's general liability coverage throughout the term of this Agreement. The District, its officials, officers, agents, employees, and volunteers shall be added as covered parties on the City's self-insurance coverage throughout the term of this Agreement. In addition, District shall

provide in its bidding materials that City shall be named as an additional insured under all policies of liability insurance that District requires to be provided by any contractor or service provider engaged by District with respect to the Project.

8. Funding Contingency. Except for the indemnity obligations specified herein, the obligations of the City and the District are limited to and contingent upon appropriation of sufficient funding in each fiscal year during the term of the Agreement.

9. City Funding Sources. The District acknowledges that the City will fund its Construction Contribution Payments hereunder with/to the extent of annually allocated and available Park Facilities Fees Bond Proceeds to be confirmed to the District prior to any/all bid awards by the District hereunder. The parties further agree to negotiate in good faith an amendment to this Agreement to address any items that the City may be required to address on account of its bond issuance transactions, provided that in no event shall the District be obligated to agree to any amendments to this Agreement that will impose upon the District any additional expenses, burdens, or limitations on its operational usage of the Recreational Facility Improvements.

10. Existing Agreements Continue in Effect. The parties acknowledge that they are parties to certain existing agreements including, an "Amended and Restated Agreement Between City of Fresno and Fresno Unified School District Relating to the Recreational Use of School Facilities and the Educational Use of School Facilities", approved by the District on January 28, 2004, and an "Agreement Between City of Fresno and Fresno Unified School District Relating to the Joint Use of Figarden Elementary School Baseball Field Facilities (collectively the "Existing Agreements"). The Existing Agreements address issues similar to those dealt with under this Agreement regarding joint use of facilities owned by the District and/or the City. Nevertheless, the parties intend that the duties and obligations of the parties with respect to the Recreational Facility Improvements, the Enhanced District Facilities and the District High School Athletic Facilities detailed herein shall be governed exclusively by this Agreement, without regard to otherwise applicable terms of the Existing Agreements. Notwithstanding any prior agreement or understanding between the parties, this Agreement reflects the complete understanding of the parties regarding their duties and obligations with respect to the Recreational Facility Improvements, the Enhanced District Facilities and the District High School Athletic Facilities detailed herein. The Existing Agreements shall continue in full force and effect.

11. Independent Contractors. The parties are acting as independent contractors. Neither party, nor any of its officers, associates, agents or employees shall be deemed an employee, partner or agent of the other for any purpose. Each party shall retain as program income any and all income generated by its respective use hereunder.

12. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

13. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

By [Andrew T. Souza]
Title [City Manager]

By [illegible]
Title [illegible]

Address: City Manager's Office
2600 Fresno St.
Fresno, CA 93721

ATTEST:
REBECCA E. KLISCH
City Clerk

By: Cindy Bruer 7/15/08
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: R 6-06-08
Deputy Cayle

FRESNO UNIFIED SCHOOL DISTRICT,
a public school district

By [ ]
Title [ ]

By [Ruth F. Quinto]
Title Ruth F. Quinto
Associate Superintendent/CFO

Addres Administrative Services
FUSD – Education Center
2309 Tulare Street – Rm 101
Fresno, CA 93721

APPROVED AS TO FORM

Attachments : Exhibit "A" Enhanced District Facilities/Recreational Facility Improvements
Exhibit "B" District High School Athletic Facilities

EXHIBIT "A"
ENHANCED DISTRICT FACILITIES / RECREATIONAL FACILITY IMPROVEMENTS

DISTRICT FACILITIES	FACILITY IMPROVEMENTS	CITY CONSTRUCTION CONTRIBUTION
Bullard High School 5445 North Palm Avenue Fresno, CA	Lights around track All Weather Track (portion)	$ 250,000 $ 150,000
Edison High School 540 East California Avenue Fresno, CA	Lights around track Seating around track	$ 250,000 $ 250,000
Roosevelt High School 4250 East Tulare Avenue Fresno, CA	Lights around track	$ 250,000
Fresno High School 1839 North Echo Avenue Fresno, CA	All Weather Track (portion)	$ 425,000
Hoover High School 5550 North First Street Fresno, CA	All Weather Track (portion)	$ 425,000
		$ 2,000,000

EXHIBIT B

MINIMUM PERIODS DURING WHICH CITY HAS PRIORITY RIGHT TO SCHEDULE USE OF DISTRICT HIGH SCHOOL ATHLETIC FACILITIES

April 1, 2008 through March 31, 2013

	Non Stadium Tracks & Adjacent Fields	McLane & Sunnyside Stadiums	All Tracks & Adjacent Fields & Both Stadiums	General Public: Non-programmatic recreational uses of athletic facilities
School	**School Year**	**School Year**	**Summer**	**All year**
Bullard	M - F 6 to 10 PM S/S/H 8 AM to 10 PM		M - F 3 to 10 PM S/S/H 8 AM to 10 PM	Dawn to dusk. Until 10 PM, if City and District agree to split cost of track lights 50/50.
Edison	M - F 6 to 10 PM S/S/H 8 AM to 10 PM		M - F 3 to 10 PM S/S/H 8 AM to 10 PM	Dawn to dusk. Until 10 PM, if City and District agree to split cost of track lights 50/50.
Fresno	M - F 6 to 10 PM S/S/H 8 AM to 10 PM		M - F 3 to 10 PM S/S/H 8 AM to 10 PM	Dawn to dusk. Until 10 PM, if City and District agree to split cost of track lights 50/50.
Hoover	M - F 6 to 10 PM S/S/H 8 AM to 10 PM		M - F 3 to 10 PM S/S/H 8 AM to 10 PM	Dawn to dusk. Until 10 PM, if City and District agree to split cost of track lights 50/50.
McLane		3 to 10 PM M - W (football season) 6 to 10 PM M - F (track season) S/S/H Available most days	M - F 3 to 10 PM S/S/H 8 AM to 10 PM	
Roosevelt	M - F 6 to 10 PM S/S/H 8 AM to 10 PM		M - F 3 to 10 PM S/S/H 8 AM to 10 PM	Dawn to dusk. Until 10 PM, if City and District agree to split cost of track lights 50/50.
Sunnyside		3 to 10 PM M - W (football season) 6 to 10 PM M - F (track season) S/S/H Available most days	M - F 3 to 10 PM S/S/H 8 AM to 10 PM	
Non-Stadium Tracks = Bullard, Edison, Fresno, Hoover and Roosevelt			M - F = Monday through Friday M - W = Monday through Wednesday	
Stadium Tracks = McLane and Sunnyside			S/S/H = Saturday, Sunday & Holidays	
EXCEPTIONS:	Football starts 8/11/08. FUSD Scheduled events; i.e. Middle School games on Saturday, through first weekend in November. Summer football workout schedule determined in April. Times may vary.			
EXCEPTIONS:	McLane and Sunnyside stadiums: FUSD scheduled events. Thursday & Friday evenings blocked due to football games; Saturday middle school football games through early November; band competitions. FUSD Football camp days - tbd. May have P. E. classes in stadium after 3 PM.			
EXCEPTIONS:	District, City or Community use of Facilities for youth activities/programs shall have priority over City's use of Facilities for its adult activities/programs.			