

**From:** [Ayindé Rudolph](#)  
**To:** [McCarthy, Kimbra](#); [Hicks, Alison](#)  
**Cc:** [trustees](#); [Rebecca Westover](#); [City Council](#)  
**Subject:** JUA letter and frequently asked questions  
**Date:** Monday, September 11, 2023 7:40:58 PM  
**Attachments:** [Joint Use Agreement Frequently Asked Questions.pdf](#)  
[Letter to Mayor Hicks 9 12 re JUA.pdf](#)

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**CAUTION:** EXTERNAL EMAIL - Ensure you trust this email before clicking on any links or attachments.

Dear Mayor Hicks, Hon. Councilmembers and Ms. McCarthy,

Please see the attached letter from Board President Ramirez Berman and answers to frequently asked questions. Thank you in advance for your consideration.

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Respectfully,

Ayindé Rudolph Ed.D.

Superintendent

Mountain View Whisman School District

650-526-3552

<https://www.mvwsd.org/>

## **Mountain View Whisman SD/City of Mountain View Joint Use Agreement Frequently Asked Questions**

*Sept. 11, 2023*

### **Did MVWSD suggest the JUA for shared greenspaces be terminated?**

No. At no time has MVWSD suggested the greenspaces JUA be terminated, however serious concerns about the viability of the JUA, in response to a Environmental Impact Report were raised privately during city manager & superintendent emails / meetings. The purpose of these interagency leader meetings was to work collaboratively to find solutions for problems that are impacting each agency.

In the May letter that the city referenced, MVWSD expresses its concerns about the lack of indemnification, and offers potential solutions to the impasse. In the March 2, 2023 Trustees meeting, the District touted the benefits of the JUA (slide 44 of the [DEIR response Future Growth presentation](#)).

### **Have negotiations ever been paused previously?**

Dr. Rudolph and Phil Henderson (legal counsel) have been a part of the negotiations dating back to 2017. Since those initial negotiations, each entity has requested a pause in negotiations.

#### **MVWSD**

- MVWSD staffing issues (2 times)
- To explore how to address JUA legal issues

#### **City of Mountain View (4 times)**

- Change of Legal Counsel (twice)
- COVID
- Allowance for New City manager to get up to speed

### **City Staff stated that “negotiations have been running smoothly until recently”?**

[A summary from legal counsel that was submitted to the Board of Trustees in 2021](#) suggests that negotiations have been stalled for various reasons.

### **Why has MVWSD paused negotiations on the JUA?**

In March, MVWSD staff had multiple items on its plate, including working to negotiate a deal to return more state funds back to MVWSD, addressing the impact of the North Bayshore EIR which was released without prior knowledge of MVWSD staff, as well as other school-related issues.

### **Why were signs changed?**

Mountain View Whisman has dealt with an influx of calls from residents who were frustrated that after contacting the city for various issues (overgrown shrubs, to field maintenance issues and fallen trees) and being bounced from department to department, that they were finally routed to MVWSD. Additionally, residents also expressed confusion about being on school fields during school days because of the park nomenclature. Reverting the signs back to accurately depict

who owns the property only assists residents to get their issues resolved in a more timely manner.

**Did you consult City Staff about the signs changed?**

During multiple conversations, both in and out of JUA negotiations this year, MVWSD staff discussed the need for updating signage, including field signs. For the past three years, staff from both organizations have tried in earnest to create jointly agreed-upon signage including the latest sign that is in 5 different languages.

**What are the issues with the JUA from MVWSD's perspective?**

1. Indemnification. The District wishes to ensure that we are indemnified for liability for the community's use of school fields and facilities after school hours. In addition, we believe there is a need to indemnify the District from lawsuits filed under the Civic Center Act stemming from preferential usage of school fields by residential or sports groups.
2. Costs of Services. The District would like to increase the level of transparency, clarity and precision in the costs of services provided by the City to maintain school fields/facilities. There have been repeated requests to City staff to itemize invoices by type of service (e.g., mowing, irrigation, bathroom building maintenance) and location. This information would help us in our shared budgeting and planning. We also believe it's important for the sake of transparency in the stewardship of public dollars.
3. Maintenance Tracking. There is a need for a shared system for capturing and tracking maintenance concerns. There have been several instances in which confusion about responsibility has led to delays in repairs or maintenance.

**What was the content of Dr. Rudolph's May letter to the City Council?**

The letter never proposed the JUA dissolution. His letter outlined three potential solutions to the impasse for the City Council to consider.

**What happens now that the JUA has already expired?**

The current practices remain in effect until one party or the other terminates it.

September 11, 2023

Alison Hicks  
Mayor, City of Mountain View  
500 Castro Street  
Mountain View, CA 94043

Dear Honorable Mayor Hicks:

I am writing regarding the ongoing negotiations of the Joint Use Agreements (JUAs) between the City of Mountain View (City) and Mountain View Whisman School District (MVWSD or District) that govern the use of school fields. I recognize there are actually two JUAs that govern the use of various fields in the District – for the sake of simplicity, I simply reference “the JUA” to refer to agreements that we all know have benefited the residents of our community for over six decades.

I was surprised by the email from City Manager Kimbra McCarthy to MVWSD Superintendent Ayinde Rudolph on September 7, 2023, about the termination of the JUA. I was similarly concerned about the contents of the Council Report and Draft Letter you are discussing this evening. I would like to take this opportunity to provide some clarification about the facts and reflect on the path forward.

City Manager McCarthy’s email, as well as your draft letter, reference a letter Dr. Rudolph wrote to the Mountain View Parks and Recreation Commission on May 3, 2023. The City Manager and Council appear to be interpreting the May 3 letter as an indication of the District’s desire – indeed, our proposal – that the JUA be terminated. Nowhere in Dr. Rudolph’s May 3 letter does it say that the District wishes to terminate the JUA. Knowing that the commission is engaged in long-term strategic planning for community parks and open spaces, the superintendent provides some potential solutions if the JUA were to be terminated and reiterates our desire to collaborate with the City on shared use of open spaces. If there was confusion about the intent of the letter, that could easily have been remedied with a phone call or email in the four-plus months since the letter was sent.

Since the May 3 letter, there have been multiple occasions in which City Councilmembers, District Trustees, and our staff members have discussed the JUA and our ongoing negotiations. These include the School Board meetings on June 15 and Aug. 17 in which city representatives were present.

Moreover, Mayor Hicks, you and I had coffee on August 15 (arranged following your letter to me on August 10). During that conversation, I reiterated our commitment to developing a collaborative solution. I also enumerated three principal concerns the District has about the JUA, that have been raised multiple times over the past couple years:

1. **Indemnification.** The District wishes to ensure that we are indemnified for liability based on the use of school fields and facilities after school hours. In addition, we believe there is a need to indemnify the District from lawsuits filed under the Civic Center Act stemming from preferential usage of school fields by residential or sports groups.
2. **Costs of Services.** The District would like to increase the level of transparency, clarity and precision in the costs of services provided by the City to maintain school fields/facilities. There have been repeated requests to City staff to itemize invoices by type of service (e.g., mowing, irrigation, bathroom building maintenance) and location. This information would help us in our shared budgeting and planning. We also believe it's important for the sake of transparency in the stewardship of public dollars.
3. **Maintenance Tracking.** There is a need for a shared system for capturing and tracking maintenance concerns. There have been several instances in which confusion about responsibility has led to delays in repairs or maintenance.

Those are the sticking points on our end. It is my belief and hope that we can come to terms on those issues through continued good-faith negotiations. That said, it may be the case that the City is not able to provide indemnification or otherwise accommodate these requests. Our community has evolved in the past 60 years. If we can't agree on terms, and only in that case, we should mutually agree to terminate the JUA and work towards the seamless transfer of responsibility for the school fields to the District.

As you deliberate, I urge you to focus your decisions on the issues listed above, not on the inaccurate notion that the District has unilaterally walked away from the table. The Board of Trustees has not given direction to dissolve the JUA.

Finally, as we have said many times, we truly value our collaboration with the City and look forward to our shared work together. Regardless of the JUA, the public should be assured of our unwavering commitment to ensure that our community continues to enjoy access to school-owned open spaces.

Respectfully,



Laura Ramirez Berman  
President, Mountain View Whisman School District

Cc: City Council, Kimbra McCarthy

**From:** [Raymond White](#)  
**To:** [City Council](#)  
**Subject:** Monta Loma field maintenance  
**Date:** Monday, September 11, 2023 9:37:28 PM

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Dear council members:

What are you thinking about discarding the agreement to maintain the Monta Loma field as open space for the ML community?

It is true that the MVWSD has chosen a fencing option, rather than the "No Fence" that probably a majority of us preferred. But the option chosen leaves most of the field open, to be used by the school during week days and by community members outside of school hours and on weekends.

As a "No Fence" advocate, I think we can live with this (option #1) pretty easily.

As you know, this end of the city lacks park space, so having city cooperation with the school district fills a real need and satisfies what seems to us a city responsibility.

I hope to hear that the city has renewed its agreement with the school district to contribute to maintenance of the field.

Sincerely yours,

Raymond R. White

**From:** [David Shreni](#)  
**To:** [City Council](#); [trustees@mwwsd.org](mailto:trustees@mwwsd.org); [MWWSO](#); [Rebecca Westover](#)  
**Subject:** 3rd and final comment on Item 8.1  
**Date:** Tuesday, September 12, 2023 2:08:33 PM  
**Attachments:** [Final Comment - JUA.pdf](#)

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Dear Mayor and Council Members,

Please find attached an additional comment based on a letter from Ms. Ramirez Berman yesterday. Thank you for your consideration. I promise it's a quicker read!

-David Shreni

(please enter into the the record for the next City Council and Trustee Meeting)

September 12, 2023

Dear Mayor,

My heart was warmed this morning to discover a considerate letter posted by the City from Ms. Ramirez Berman, MVWSD Board Chair. The District seems genuine in its desire to drive towards a mutually agreeable JUA. However, the letter raised two surprising issues.

1) **An additional broader indemnity seems like the MVWSD is “moving the goalposts.”**

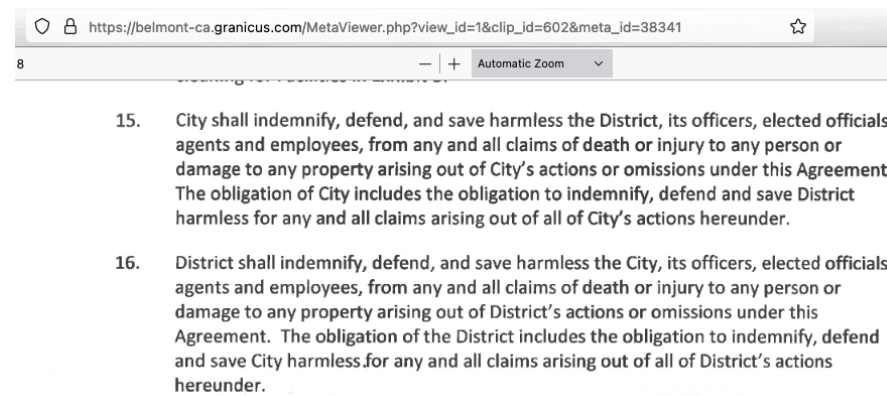
Ms Ramirez Berman stated:

1. **Indemnification.** The District wishes to ensure that we are indemnified for liability based on the use of school fields and facilities after school hours. In addition, we believe there is a need to indemnify the District from lawsuits filed under the Civic Center Act stemming from preferential usage of school fields by residential or sports groups.

This first indemnity was not apparent in the May 3rd letter from the superintendent. Maybe this was part of some background discussion, but as a random citizen, this seems like an *additional* request!

- 2) **The broader indemnity is untenable for the city, and as capable MVWSD lawyers, they probably know it.** The request is unreasonable: the city can't indemnify every single thing that happens between the last bell of the school day and the first bell on the next school day. For example, imagine if my first-grade PE teacher ran a daytime class on the field and accidentally left some nets behind. Why should the city be liable if my child stumbled and fell on that net during the 6-year-old AYSO Coyote soccer practice? Or, what if a child dug a hole on the field during recess, and someone slipped and broke their leg later that evening before it was reported to the city?

Obviously, the city should be liable for not taking reasonable steps to fix things like the mole holes at Landels. (Request filed!) Reasonable cities overcome all these weird situations by simply including omission statements such as the one I have enclosed below from the [2020 Belmont City - School District JUA](#).



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15. City shall indemnify, defend, and save harmless the District, its officers, elected officials agents and employees, from any and all claims of death or injury to any person or damage to any property arising out of City's actions or omissions under this Agreement. The obligation of City includes the obligation to indemnify, defend and save District harmless for any and all claims arising out of all of City's actions hereunder.

16. District shall indemnify, defend, and save harmless the City, its officers, elected officials, agents and employees, from any and all claims of death or injury to any person or damage to any property arising out of District's actions or omissions under this Agreement. The obligation of the District includes the obligation to indemnify, defend and save City harmless for any and all claims arising out of all of District's actions hereunder.



Lastly, its clear the lawyers are not in alignment. I suggest that the city consider asking the MVWSD to jointly select a third-party lawyer, at the city's expense, to either A) Opine on the necessity of such indemnity requests, especially since it's apparent to me that *none of the other 1,017 school districts* in California have JUAs with these requested indemnities or B) Serve as a mediator to write a reasonably balanced JUA that takes into account both parties' needs. The third party lawyer's job would be easy because our neighbors Belmont and [Redwood City](#) already have robust school field JUAs in place, with reasonable indemnities and **group preferences**... they could swap out the city names and be 90% complete. LOL

I'm obviously emotionally overinvested in this absurd situation now, so thank you for your patience in reading my additional comment.

Warmly,

David Shreni

Assistant Coach to the 6yr old Coyote soccer team  
Bubb Parent  
Cuesta Park Community Member

CC  
Mountain View Whisman School District