



OFFICE OF THE CITY MANAGER

TO: CITY COUNCIL

FROM: CITY MANAGER

DATE: JULY 28, 2003

SUBJECT: FOLLOW UP TO JULY 21, 2003 CITY COUNCIL AGENDA ITEM 5.B.(1) "APPROVE CONTRACT BETWEEN THE CITY OF PASADENA AND THE PASADENA UNIFIED SCHOOL DISTRICT FOR THE DISBURSEMENT OF \$437,000 PREVIOUSLY APPROVED TO IMPROVE SELECTED SCHOOL FIELDS"

At the July 21 City Council meeting, Council requested additional information regarding the estimated increased hours of play that could be expected from the improved fields and an approximate construction schedule for the eight fields. Listed below, in order of the start date of field improvements beginning with the earliest, are the sites, projects, target start dates and anticipated number of hours of increased play time.

Site #1: WASHINGTON MIDDLE SCHOOL (\$107,000)
Project: Design and construction of restroom facilities and a field irrigation system.
Target Date: Begins October 2003 (expected completion 12 weeks later)
Increased Number of Hours: 15 to 20 hours per week*

*Increased hours of play will be 15 to 20 hours per week during the school year outside of the school day. Three additional hours each weekday after the close of school, five days a week, and up to 5 hours on the weekend could provide the community with an additional 20 hours of play. Summer months will be utilized for maintenance and renovation.

Site #2: ELIOT MIDDLE SCHOOL (\$50,000)
Project: Enlarging the smaller field by reducing the asphalt area and removing old backstops, extending east to create a larger more useable field. New backstops will be placed at the east end of the field and a new 50 by 80 yard field will be developed.
Target Date: Begins October 2003 (expected completion December 31, 2003)
Increased Number of Hours: 15 to 20 hours per week*

*Increased hours of play for youth 12 and under will be 15 to 20 hours per week during the school year. Summer months will be utilized by maintenance and renovation.

Site #3: MADISON ELEMENTARY SCHOOL (\$30,000)
Project: Field expansion for football, soft ball, T-ball and soccer. Removal of asphalt to the northern corner of the play area will allow for construction of an 80 by 50 yard multi-purpose field.
Target Date: Begins October 2003 (expected completion December 31, 2003)
Increased Number of Hours: 15 to 20 hours per week*

*Increased hours of play for youth 12 and under will be 15 to 20 hours per week during the school year. Summer months will be utilized by maintenance and renovation.

Site #4: AUDUBON ELEMENTARY SCHOOL (\$24,000)
Project: Completion of a softball field*
Target Date: Begins Spring 2004 (expected completion 6 weeks later)
Increased Number of Hours: Up to 20 hours per week**

* The District has completed a multi-purpose (soccer) field for youth 12 and under.
** Completion of this softball field will allow up to 20 additional hours of play for softball leagues practices, games, and neighborhood pick-up games. While softball fields do not require the rigerous maintenance of soccer fields, some time for maintenance and renovation must be reserved during the summer.

Site #5: MARSHALL FUNDAMENTAL SCHOOL (\$66,000)
Project: Irrigation replacement and turf renovation on the upper football field/soccer field.
Target Date: Begins April 2004 (expected completion 6 weeks later)
Increased Number of Hours: 15 to 20 hours per week*

* Completion of this field will allow 15 to 20 hours of additional play outside of the football season, which will allow Marshall's football team to use it for daily practices. Summer months will be utilized for maintenance and renovation.

Site #6: MUIR HIGH SCHOOL (\$40,000)
Project: Installation of a new irrigation system for the football stadium field.
Target Date: Begins April 2004 (expected completion 6 weeks later)
Increased Number of Hours: No increase*

* Playing hours will not be increased, however the project will allow for a healthy and well maintained football field.

Site #7: DON BENITO FUNDAMENTAL SCHOOL (\$50,000)
Project: Relocating play equipment and expanding existing grass area by taking out asphalt and putting in turf to create a 50 by 80 yard soccer field and two softball fields.
Target Date: Begins May 2004 (expected completion 12 weeks later)
Increased Number of Hours: 15 to 20 hours per week*

*Completion of these fields will allow 15 to 20 hours of additional play on each of the three fields for youths 12 and under. The summer months will be utilized for maintenance and renovation.

Site #8: FIELD ELEMENTARY SCHOOL (\$70,000)
Project: Removal of existing asphalt to the south end of the campus and putting in a turf playing field.
Target Date: Begins June 2004 (expected completion 8 weeks later)
Increased Number of Hours: 15 to 20 hours per week*

*This new field will allow 15 to 20 hours of additional play for youths 12 and under.

Attached for reference is the July 21 Agenda Report Item 5.B.1 and the draft Contract between the City and the PUSD.

Respectfully submitted,

for Cynthia J. Kurtz
CYNTHIA J. KURTZ
City Manager

Attachments A and B.

FINANCE COMMITTEE RECOMMENDATION

SUGGESTED REVISION TO 7.d., on page 8 . . .

d. The District agrees to the following steps prior to undertaking any future improvements at sports fields referenced in this agreement, but not encompassed in the scope of Exhibit A:

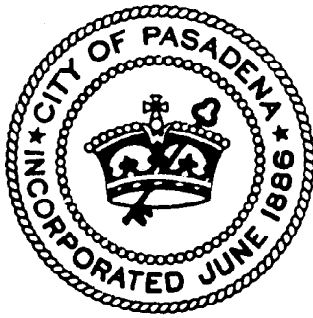
1) Where proposed improvements include additional lights, amplified sound, bleachers that have a visual impact on the site, or improvements with similar neighborhood impacts, written notification of the proposed improvement(s) will be provided to residents within 500 feet of the project site;

2) Residents will be provided an opportunity to submit comments and concerns to the District

3) Those concerns will be addressed by the District or other appropriate jurisdiction, prior to any implementation of the proposed improvements.

7/28/2003
3.B.

~~7/21/2003~~
~~5-B-1-~~
HANDOUT BY FINANCE
COMMITTEE CHAIR
PAUL LITTLE



Agenda Report

TO: CITY COUNCIL

DATE: July 21, 2003

THROUGH: FINANCE COMMITTEE

FROM: CITY MANAGER

SUBJECT: APPROVE CONTRACT BETWEEN THE CITY OF PASADENA AND THE PASADENA UNIFIED SCHOOL DISTRICT FOR THE DISBURSEMENT OF \$437,000 PREVIOUSLY APPROVED TO IMPROVE SELECTED SCHOOL FIELDS

RECOMMENDATION:

It is recommended that the City Council approve the contract between the City of Pasadena and the Pasadena Unified School District for the disbursement of \$437,000, as allocated by Council on June 23, 2003, to improve eight selected school playing fields within the Pasadena Unified School District.

BACKGROUND:

On June 23, 2003, City Council approved Washington School Field as the site for the remaining \$84,000 of the original \$437,000 City funds in the Pasadena Unified School District Sports Field Improvement Project and adopted the Negative Declaration and the Appropriate CEQA findings. At that time, Council requested staff return for approval of the Contract between the City and PUSD which outlines the terms and conditions for the disbursement of funds for the specified field improvements. Council also requested that the Contract include appropriate contact information for a designated PUSD office with which neighbors and residents near the PUSD projects can communicate, should they need to report concerns regarding noise, lights, or other related field use items. (This language is included in the attached Contract, Attachment A, Section 7c. page 8). An additional request was that PUSD agree to provide notice to neighbors and provide an opportunity for comment on proposed changes or additions to school fields for future improvements that may impact lighting, amplified sound, and related issues of potential impact of such projects (addressed in the attached Contract, Attachment A, Section 7d. page 8).

The following school sites, project descriptions and funding amounts have been approved:

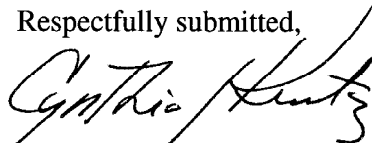
IMPROVEMENTS

<u>School Site</u>	<u>Designated funds</u>
1. <u>Audubon</u> Develop Multi-purpose Youth Soccer Field and Softball Facility	\$24,000
2. <u>Don Benito</u> Enhance Multi-purpose Turf Fields	\$50,000
3. <u>Eliot</u> Expand Existing Multi-purpose Sports Fields	\$50,000
4. <u>Field</u> Construct Multi-purpose Sports Turf Field	\$70,000
5. <u>Madison</u> Construct Expansion Fields for Multi-purpose Uses	\$30,000
6. <u>Marshall</u> Redesign Existing Sports Fields for Multi-purpose Uses	\$66,000
7. <u>Muir</u> Improve Multi-purpose Sports Field	\$40,000
8. <u>Washington</u> Design and Construct Restroom Facility, remaining Dollars to be used for field irrigation	\$107,000
TOTAL CITY FUNDS	<u>\$437,000</u>

FISCAL IMPACT:

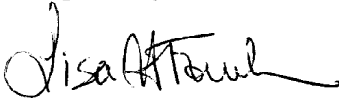
Funds in the amount of \$437,000 have been allocated and reserved for field improvements, as approved by City Council on October 30, 2000. This includes \$173,000 from the settlement of litigation with the Bank of America and \$264,000 from Proposition 12 Safe Parks Act of 2000 per capita allocation.

Respectfully submitted,



CYNTHIA J. KURTZ,
City Manager

Prepared by:



Lisa H. Fowler,
Special Assistant to the City Manager
School Projects

Approved by:

A handwritten signature in black ink, appearing to read 'Patricia A. Lane', written in a cursive style.

Patricia A. Lane, Director
Human Services and Recreation Department

Attachment: Contract

CONTRACT NO.

Pasadena Unified School
District Contract # _____

THIS AGREEMENT is made between the CITY OF PASADENA ("City"), a municipal corporation, and PASADENA UNIFIED SCHOOL DISTRICT ("District"), a public education agency with headquarters at 351 South Hudson, Pasadena, California 91109.

RECITALS:

WHEREAS, Section 10900 et seq. of the California Education Code authorizes a school district and a city to organize, promote and conduct programs of community recreation, establish systems of playgrounds and recreation, and acquire, construct, improve, maintain and operate recreation centers within or without the territorial boundaries of the city; and,

WHEREAS, the City Council approved various recommendations to enhance multi-purpose sports fields throughout the City and the District to provide increased recreational opportunities for local community organizations in October 2000; and,

WHEREAS, the Sport Field Improvement Project proposed by the District, with funding from the City, has the potential to increase the capacity of sport fields at

designated school sites; and,

WHEREAS, the District adopted a resolution on January 22, 2002, authorizing the acceptance of City funds in the amount of \$437,000 for specified improvements in District fields for the joint use of the District and the City;

WHEREAS, the District School Board approved a revised list of sports fields for specific improvement using City funds on December 17, 2002; and,

WHEREAS, the City Council approved the District's revised list on January 27, 2003, with a reduction in the amount originally designated for Marshall School, requesting that the District determine another appropriate use for the funds;

NOW, THEREFORE, the City and District agree as follows:

1. GRANT.

a. City shall provide to District a sum not to exceed FOUR HUNDRED THIRTY-SEVEN THOUSAND DOLLARS (\$437,000) for specified improvements as delineated in Exhibit A, attached to this contract and incorporated by this reference.

b. City funds granted for the improvement and construction of multi-purpose sports fields shall not be used for any purpose not specified in this contract, and any unused funds shall be the exclusive and sole property of the City.

c. City shall provide payment on a project-by-project basis, and only upon the completion of work.

2. IMPROVEMENTS. Improvements shall be constructed and installed in accordance with applicable construction provisions of the California Education Code and Section 20111 et seq. of the Public Contracts Code. The parties shall develop a mutually agreeable time schedule for completion of such improvements.

3. CONSTRUCTION OF MULTI-PURPOSE SPORTS FIELDS.

a. Either party may serve as lead agency for the construction of multi-purpose sports fields at various District owned sites depicted on Exhibit A.

b. The lead agency shall complete the following tasks:

1) Prepare necessary conceptual plans for the multi-purpose sports fields and obtain all required environmental clearances from the County of Los Angeles.

2) Prepare the final construction plans and specifications for the multi-purpose sports fields.

3) Obtain approval from the Division of the State Architect and comply with requirements of Title 24 of the California Code of Regulations regarding all structural improvements.

4) Advertise and seek competitive bides for the construction of multi-purpose sports fields.

5) Select contractor, award contract and taken all necessary action to ensure the multi-purpose sports fields are constructed and improved in

accordance with plans and specifications.

6) Provide required construction administration and management services for each school site.

c. Prior to bidding the contract for improvements of the multi-purpose sports fields, District and City shall approve the final construction plans and specifications. Parties shall agree on the time required for exchange of such review and comment.

d. Construction and improvements to sites shall be completed within five years (5) of the date construction commences on the first project.

e. Neither the determination that construction and improvements of the multi-purpose sports fields are complete, nor a Notice of Completion shall be recorded until the parties have reviewed the construction and improvements, and determined that the multipurpose sports fields have been completed in accordance with approved final construction plans and specifications.

f. The lead agency shall keep detailed records in compliance with California School Accounting Manual provisions in §41010 of the Education Code, current in effect, or as amended from time to time. Both parties shall have the right to inspect such records at any reasonable time.

4. GENERAL PUBLIC USE. Upon completion of the improvements, District and City agree that the multi-purpose sports fields shall be available to the

general public pursuant to the following terms and conditions:

a. Use of the multi-purpose sports fields shall be consistent with the use of school buildings or grounds for school purposes, and shall not interfere with the regular conduct of school work and shall be in accordance with all applicable statutory provisions.

b. District shall establish a schedule of times when the public shall have access to the multi-purpose sports fields. Schools shall have the exclusive right to use the facilities on all published school days listed in the Education Code during school hours, and during summer school and/or special sessions when the facilities are required for instructional and/or school-sponsored activities.

c. During the times when the multi-purpose sports fields are made available to the general public, and in accordance with existing District and City facility use agreements, the fields shall be developed to ensure pedestrian access.

d. District shall adopt reasonable policies, rules and regulations to implement this agreement, consistent with §§ 10900 et seq., and 40040 et seq. of the Education Code.

e. The City and the District shall develop a Joint Use Facility Coordination Committee to facilitate efficient coordination of the field improvements.

5. TIME OF PERFORMANCE: The term of this contract shall commence on July 31, 2003 and terminate June 30 2013, a ten-year term of performance. During this

term, the District shall maintain improved sites as multi-purpose sports fields.

6. TERMINATION. Either party may terminate this contract by giving the other party one hundred eighty (180) days written notice of intent to terminate.

Where a party gives such notice of intent to terminate, this contract shall be deemed to have been terminated for all purposes as of the one hundred eighty-first day (181st) after the giving of such notice. Should the District cancel this contract during the ten-year term, District shall reimburse City a percentage of the total amount granted based on the years the improvements were actually in use in accordance with the following formula:

<u>Years in Use</u>	<u>Percent to be reimbursed upon cancellation</u>
1	95%
2	85%
3	75%
4	65%
5	55%
6	45%
7	35%
8	25%

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<u>Years in Use</u>	<u>Percent to be reimbursed upon cancellation</u>
9	15%
10 or more	0%

7. NOTICE.

a. Any notice or demand to be given by one party to the other shall be given in writing, by personal delivery or prepaid first-class, registered or certified mail, addressed as shown below. Notice simply to the City of Pasadena or any other City department is not adequate notice.

If to the City: Lisa Fowler
Special Assistant to the City Manager/School Projects
City of Pasadena
100 North Garfield Avenue, Room 323
Pasadena, California 91109

If to the District: Pearl Iizuka
Asst. Superintendent for Business Services
Pasadena Unified School District
351 South Hudson Avenue
Pasadena, California 91109

b. Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

c. City and District agree that residents of an area surrounding an

improved sports field who wish to report various types of nuisances including but not limited to: irrigation leaks, loud amplified sound, or lights remaining on beyond designated time frames, will contact:

During regular business hours: Pasadena Unified School District
Facilities Services Division
740 West Woodbury Drive
Pasadena, Ca 91103
(626) 798-9171 ext. 206

Other hours: Pasadena Unified School District
Campus Police
(626) 795-5228.

d. The District agrees that prior to undertaking any future improvements at sports fields referenced in this agreement, but not encompassed in the scope of Exhibit A, the public will be given notice and an opportunity to comment on any proposed changes.

8. MAINTENANCE AND UTILITIES. District and sports user groups shall be solely responsible for the costs of all water, electricity and other utilities, as well as maintenance and repair of the improved multi-purpose sports fields.

9. OWNERSHIP OF IMPROVEMENTS. All property and improvements purchased or installed pursuant to this contract shall become the sole and exclusive property of the District as of the time the property and improvements are installed.

10. INSURANCE.

a. District shall provide premises liability insurance coverage for the multi-purpose sports fields in the same amount and type of coverage as it provides for its

other school facilities. District shall name City as "additional insureds" under this policy.

b. This insurance requirement may be satisfied by a program of self-insurance.

11. INDEMNIFICATION.

a. District agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, and covenants not to sue, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of: any activity on or use of City's premises or facilities or any performance under this Contract; or any acts, errors, or omissions (including without limitation, professional negligence) of District, its employees, representatives, subcontractors, or agents in connection with the performance of this contract.

B. This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, District and its employees or agents, and members of the

general public). City will neither defend nor indemnify District should District be sued for any reason.

IN WITNESS, the parties hereto have caused this contract to be executed by their duly authorized representative as of the date set forth below.

DATED: CITY OF PASADENA

By: _____
Cynthia J. Kurtz
City Manager

ATTEST:

By: _____
Jane L. Rodriguez, CMC
City Clerk

PASADENA UNIFIED SCHOOL DISTRICT

By: _____
Percy Clark, Jr.
Superintendent of Schools

APPROVED AS TO FORM:

By: _____
Carolyn Y. Williams
Asst. City Attorney

APPROVED AS TO FORM:

By: _____
General Counsel

EXHIBIT A

IMPROVEMENTS

<u>School Site</u>	<u>Designated funds</u>
1. Audubon -Develop Multi-purpose Youth Soccer Field and Softball Facility	\$24,000
2. Don Benito -Enhance Multi-purpose Turf Fields	\$50,000
3. Eliot -Expand Existing Multi-purpose Sports Fields	\$50,000
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8. Washington -Design and Construct Restroom Facility, remaining dollars to be used for field irrigation	\$107,000*
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TOTAL CITY FUNDS	\$437,000

*Allocation of \$23,000 previously approved on October 30, 2000;
allocation of remaining \$84,000 requested at this time.