

February 15, 2011

TO: CITY COUNCIL AND BOARD OF EDUCATION

FROM: CITY MANAGER AND SUPERINTENDENT OF SCHOOLS

SUBJECT: APPROVAL OF ADDENDUM NUMBER 3 TO THE JOINT USE FACILITIES AGREEMENT BETWEEN THE CITY OF PASADENA AND THE PASADENA UNIFIED SCHOOL DISTRICT FOR JOINT USE OF LINDA VISTA SCHOOL

RECOMMENDATION

It is recommended that the City Council and Board of Education:

1. Find that the action proposed herein is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301 (existing facilities).
2. Authorize the City Manager and Superintendent of Schools to execute Addendum #3, to the Joint Use Facilities Agreement for joint use of Linda Vista School, the terms of which are set forth in Attachment A in substantially final form.

BACKGROUND

The Linda Vista School has been closed as a school site since the 2004-2005 school year. Since February, 2008 the School District has allowed the City to use the site as a neighborhood park, available for casual, non-reserved use by local community residents. Since then the agreement has been extended on an annual basis.

The City is interested in establishing a longer-term agreement for what has become an important community amenity. Recently, area residents have expressed a desire to incorporate some minor improvements such as a drinking fountain and there has also been a request for the City to consider installation of new play equipment. At the present time the City is not in a position to consider such improvements, and therefore they are not presented herein. However, a longer-term agreement would be necessary in order to return value for any such investments should they be made.

The School District is currently considering which of its properties may be made available for some alternative use, through a lease or sale arrangement, as a means of

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generating operating revenues. The Linda Vista School is one of these properties. Accordingly, the proposed addendum includes a termination clause which enables either party to terminate the agreement upon nine months notice. It is anticipated that this provision will provide the District the flexibility it needs while otherwise allowing the City's use to continue.

ENVIRONMENTAL

The extension of the existing agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301, which exempts the continued operation, leasing or licensing of existing public or private facilities. If the City were to undertake any physical changes to the site in the future, those changes would be reviewed through the applicable public and environmental process at that time.

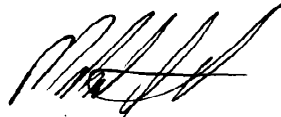
COUNCIL AND BOARD POLICY CONSIDERATION

The proposed joint use of Linda Vista School Park furthers the City Council's Strategic Plan Goals of Improving and Enhancing Public Facilities as well as supporting and promotion quality of life through programming that benefits the Community. It also furthers the School District's Strategic Priorities of Quality Learning Environment – High Quality Facilities as well as Meaningful Collaboration and Partnerships.

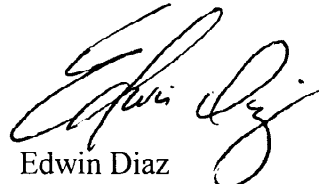
FISCAL IMPACT

Under the terms of the prior and proposed agreement, the City is responsible for the cost of operating the site as a park including, security, clean-up and minor maintenance. These costs are negligible and can be absorbed within the current operating budget.

Respectfully submitted,



Michael J. Beck
City Manager



Edwin Diaz
Superintendent of Schools

ATTACHMENT A

THE FOLLOWING TERMS ARE APPLICABLE TO THE CITY'S PARTICIPATION IN THE PARK AREA AT LINDA VISTA SCHOOL.

A. AREA COVERED BY THIS ADDENDUM. The area subject to this Addendum is outlined in the attached site plan, Exhibit A. This area shall be used during specified hours, as a neighborhood park, available for casual, non-reserved use by local community residents.

B. USE SCHEDULE (Days and hours of operation). The neighborhood park at Linda Vista School shall operate year round, including holidays, from 7:30 a.m. to dusk.

C. CITY'S RESPONSIBILITIES

1. GATE: City is responsible for opening and closing the gate according to the Use Schedule outlined above.
 - a. Access is limited to pedestrians only. No vehicle access is permitted.
 - b. The gate is located on Linda Vista Avenue on the southeast side of the campus.
2. SECURITY. City shall be responsible for providing security during park use hours similar to that of other City neighborhood parks, including a designated representative to open and close gates.
 - a. City Park Safety Specialists shall include the site within their scope of work for supervision during the hours when the Linda Vista School play area is operated as a park.
 - b. City shall provide and post signs listing the appropriate City contact telephone numbers for Park Safety assistance, and contact information to report an emergency. These signs shall be posted adjacent to the park use entry gates, in English and Spanish language.
3. IMPROVEMENTS. At its discretion, the City may construct improvements within the area subject to this Addendum including, but not limited to, drinking fountains and/or play equipment. All such improvements shall be made at the City's expense. Prior to commencing the construction of any such improvements, the City shall obtain the written approval of the District, which approval shall not be unreasonably withheld, and shall seek applicable land use and environmental approvals. In the event this agreement is terminated by the District, as set forth in Section F. below, the District shall reimburse the City any undepreciated

value of such improvements, based on a depreciation method to be agreed upon by the parties upon execution of this Addendum.

4. **CLEAN-UP AND MAINTENANCE.** City shall be responsible for daily collection of trash bins. The District shall designate an access route for City maintenance vehicle access to the site for maintenance activities. City shall also be responsible for routine maintenance of the turf, including mowing and other activities. The City may also perform minor sprinkler repairs on above-ground devices which would include irrigation head replacement or repairs. The City maintains the right to perform any maintenance on site necessary for the health and safety of the park users such as tree trimming and/or tree removal. The District shall be responsible for any below-ground irrigation repairs or replacement of irrigation equipment and pipes on Linda Vista School property.
- D. **SIGNAGE AND USE.** City shall provide and post signs adjacent to the gates for park access, stating key rules and regulations for park use, in English and Spanish language.
1. Signs will state that the park is for walk-in, casual use only; that no organized sports play or installation of goals or other equipment to conduct organized sports play is permitted; and that no vehicles, alcohol consumption, or barbeques are permitted.
- E. **REPORTING VIOLATION OF APPROVED PARK USE.** Any violations of park use (including organized sports play, use of heavy equipment, etc.) shall be reported immediately to the City Park Safety Office at (626)744-4241 for response.
- F. **TERMINATION.** Either party may terminate this addendum, with or without cause, by giving no less than nine (9) months written notice.