

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY)
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Park and Recreation	DATE: 09/16/2013
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SUBJECT: Second Amendment to Joint Use Agreement for Richard Henry Dana Center, also known as Dana Middle School to remove a 3.5 acre baseball field from the joint-use area.

PRIMARY CONTACT (NAME, PHONE): Jim Winter, 619-235-5257, MS35	SECONDARY CONTACT (NAME, PHONE): Stacey LoMedico, 619-236-6643, MS37c
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE):

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
	ORIG DEPT.	LoMedico, Stacey	9/18/2013
	CFO		
	DEPUTY CHIEF		
	COO		
	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

Authorizing the Mayor or his representative to introduce an ordinance to amend the joint-use agreement between the City and San Diego Unified School District for the Richard Henry Dana Center, often referred to as Dana Middle School, to remove the existing baseball field from the current joint-use area.

STAFF RECOMMENDATIONS: The Development Services and Park and Recreation Departments do not support this amendment. It will remove approximately 3.5 acres of population-based parkland from the Peninsula community's inventory which is contrary to the recommendations within the City's General Plan. The public input process has shown the community is supportive of the amendment.	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	2
COMMUNITY AREA(S):	Peninsula
ENVIRONMENTAL IMPACT:	This activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is therefore not subject to CEQA pursuant to State CEQA Guidelines Section 15060(c)(2).
CITY CLERK INSTRUCTIONS:	. Please forward four (4) original copies of the joint-use amendment to Jim Winter, Park and Recreation Department, MS35.

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 09/16/2013

ORIGINATING DEPARTMENT: Park and Recreation

SUBJECT: Second Amendment to Joint Use Agreement for Richard Henry Dana Center, also known as Dana Middle School to remove a 3.5 acre baseball field from the joint-use area.

COUNCIL DISTRICT(S): 2

CONTACT/PHONE NUMBER: Jim Winter/619-235-5257, MS35

DESCRIPTIVE SUMMARY OF ITEM:

Authorizing the Mayor or his representative to introduce an ordinance to amend the joint-use agreement between the City and San Diego Unified School District for the Richard Henry Dana Center, aka Dana Middle School, to remove the existing 3.5 acre baseball field from the current joint-use area.

STAFF RECOMMENDATION:

The Development Services and Park and Recreation Departments do not support this amendment. It will remove approximately 3.5 acres of population-based parkland from the Peninsula community's inventory which is contrary to the recommendations within the City's General Plan. The public input process has shown the community is supportive of the amendment.

EXECUTIVE SUMMARY OF ITEM BACKGROUND: The San Diego Unified School District (District) and the City of San Diego (City) entered into the joint-use agreement for the athletic fields at Dana Middle School in the Peninsula Community on February 22, 1994 and amended the agreement on February 1, 1999. The joint-use agreement is set to expire in 2019. The current joint-use area provides approximately 7.3 acres of population-based park area for the Peninsula community.

On November 6, 2012 the District Board of Education voted unanimously to direct District staff to begin the process of removing the baseball field at Dana Middle School from the joint-use agreement between the District and the City. The District then sent a letter to Stacey LoMedico, Director of the Park and Recreation Department, dated November 16, 2012, informing Ms. LoMedico of the District's desire to pursue an amendment of the joint-use agreement. This baseball field accounts for approximately 3.5 acres of the 7.3 acre joint-use area. The reason for pursuing this amendment cited by the District in its letter to Ms. LoMedico is that the District was approached by David Wells, a former professional baseball player and alumnus of Point Loma High School, willing to improve the baseball field and maintain it at a higher level of maintenance than currently provided by the City or could be provided by the District.

Point Loma High School currently uses the baseball field for its baseball program. In addition, the baseball field is used by Dana Middle School students during school hours and the community after school hours, which includes little leagues and adult baseball leagues. Currently, the City permits the use of the baseball field as well as the softball field and other recreational areas within the joint-use area at Dana Middle School. Should the joint-use agreement be amended to remove the baseball field from the joint-use area, the District would

permit the baseball field subject to the Civic Center Act (Education Code 38131, et seq) and the District's Administrative Procedure 9205. Permits would be created by the District's rental office staff using the District's rental application process.

In response to this request, the Park and Recreation Department consulted with the Park Planning staff of the City's Development Services Department (DSD). Joint-use sites play an important role in meeting the City's General Plan Standards for population-based parks. This is especially important in park deficient communities such as the Peninsula Community. The DSD report identifies the Peninsula Community as currently being deficient in population-based parks by 78 acres. Removing the 3.5 acre baseball field from joint-use will increase this deficit to 81.5 acres. The Peninsula Community Plan recognizes this deficit and recommends an increased use of school playgrounds for community recreation and states Dana Middle School should remain in joint-use. With the current land values in Peninsula and limited available funding for the acquisition and development of new park space, the removal of 3.5 acres of joint-use will be difficult to make up elsewhere in the community.

Due to the current population-based park deficit, current land constraints and the cost of land acquisition within the Peninsula Community, DSD has recommended the Park and Recreation Department not support amending the current joint-use agreement to remove the baseball field at Dana Middle School. The Park and Recreation Department supports DSD's recommendation.

FISCAL CONSIDERATIONS: Should the proposed ordinance be adopted, the currently budgeted 0.20 Grounds Maintenance Worker position and the non-personnel expenses associated with the baseball field will be distributed to other Park and Recreation facilities within the Peninsula community.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The Ocean Beach Recreation Council considered the proposed amendment to the joint-use agreement two times, February 12, 2013 and June 11, 2013. At the June 11 meeting they approved the proposed amendment with the following conditions:

1. That San Diego Unified School District (SDUSD) obtain a Letter of Commitment from the donor and that if not, SDUSD commit to the renovation of the field by a private donor and if not, by capital funding from the Proposition Z bond or other school district funds.
2. That SDUSD or a donor commit to maintain the field at a higher level than the Park and Recreation Department for competitive baseball play at the high school level.
3. That the existing adult baseball sports groups be allowed continued use of the Dana lower field at reasonable fees charged at other schools.

4. That SDUSD keep a gate open for use of the Point Loma High School track for general public recreation when not in use by school sports during non school hours, on weekends and summer.
5. Park and Recreation Department pursue additional joint-use agreements with other schools in the Peninsula area (in the future).

The Peninsula Community Planning group unanimously approved the proposed amendment to the joint-use agreement at their March 21, 2013 meeting.

On May 16, 2013 the Park and Recreation Board considered the proposed amendment to the joint-use agreement and unanimously voted to table the item until SDUSD could provide additional information. The Park and Recreation Board considered the proposal again at their July 18, 2013 meeting and voted unanimously to recommend approval of the proposed joint-use agreement amendment while expressing their concern for the loss of parkland and the importance of identifying new park opportunities for the Peninsula community.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Park and Recreation Department
San Diego Unified School District
Peninsula community members
Point Loma High School Baseball Boosters
Point Loma High School Baseball Program

Projected impacts include an enhanced baseball facility for the Point Loma High School baseball team and other leagues who obtain a permit to use the field from the District and a loss of approximately 3.5 acres of population-based joint-use parkland within the Peninsula community.

LoMedico, Stacey
Originating Department

Deputy Chief/Chief Operating Officer

**SECOND AMENDMENT TO AGREEMENT
RICHARD HENRY DANA CENTER
DANA MIDDLE SCHOOL**

THIS SECOND AMENDMENT TO AGREEMENT [“Amendment”] is entered into this _____ day of _____, 2013 between THE CITY OF SAN DIEGO, a municipal corporation [hereinafter referred to as CITY], and the SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, a public school district and political subdivision of the State of California [hereinafter referred to as DISTRICT], [collectively “Parties”] based on the following facts:

A. RECITALS

1. The CITY and the DISTRICT have been cooperating in the construction, operation and maintenance of various recreational facilities since 1948; and
2. The Parties entered into a Joint Use Agreement [“Agreement”] for the Richard Henry Dana Center, commonly referred to as Dana Middle School, on February 22, 1994 for a 25-year term, set to expire on February 22, 2019, which sets forth the rights and responsibilities of the Parties; and
3. A First Amendment to Agreement was signed by the Parties and filed by the City Clerk on February 1, 1999 which revised the scheduled use of the joint-use facilities by CITY and DISTRICT and the maintenance obligations of both the CITY and DISTRICT; and
4. An Amendment to Agreements was agreed to by the Parties on September 19, 2006 which amended the joint-use agreements for thirty eight previously approved joint-use agreements, including the Richard Henry Dana Center, to address disabled persons accessibility to the recreational facilities;
5. On November 6, 2012, the Board of Education directed staff to amend the Joint Use Agreement with the City of San Diego to remove only the baseball field; and
6. The Parties desire to amend said Agreement to eliminate the 3.5 acre baseball field from the joint use area, thus returning all maintenance responsibilities for the baseball field solely to the DISTRICT and reducing the joint-use area depicted on Exhibit A of said agreement.

NOW THEREFORE, in consideration of the recitals and mutual obligation of the parties herein expressed, CITY and DISTRICT agree as follows:

B. AGREEMENT

1. Paragraph 2 “Property” of said Agreement shall hereby refer to Exhibit A attached to this SECOND AMENDMENT.

Second Amendment to Agreement

Richard Henry Dana Center

Page 2 of 2

2. All references to the baseball field are to be struck from the Agreement and Amendments to Agreement.
3. Exhibit C of First Amendment to Agreement shall exclude the baseball field pursuant to the Joint Use Area Boundary reflect in Exhibit A of this SECOND AMENDMENT. The CITY will no longer be responsible for maintenance of the baseball field.
4. All other terms and conditions of said Agreement and previously approved Amendments to Agreement not expressly amended herein shall remain in full force and effect and shall be binding upon the Parties hereto.

IN WITNESS WHEREOF, this Amendment is executed by the City of San Diego, acting through its Mayor pursuant to Ordinance No. _____, authorizing such execution, and by the San Diego Unified School District of San Diego County, California, acting by and through its Superintendent pursuant to a Resolution of its Board of Education.

THE CITY OF SAN DIEGO,
A Municipal Corporation
California

SAN DIEGO UNIFIED SCHOOL DISTRICT
A Public School District of the State of

By: _____
Walt Ekard

By: _____
Arthur S. Hanby, Jr.

Title: Interim Chief Operating Officer

Title: Strategic Sourcing and Contracts Officer

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY BY
JAN I. GOLDSMITH, CITY ATTORNEY

By: _____

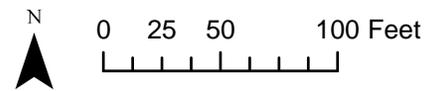
Title: Deputy City Attorney

Date: _____

Exhibit "A": Amended Depiction of the Joint Use Area



Exhibit A
Richard Henry Dana Center / Dana Middle School Joint Use Area
Total Area 3.83 Acres



COPY

DUPLICATE ORIGINAL

**AGREEMENT FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND
LEASE OF TURFED FIELD AND RECREATION FACILITIES AT**

RICHARD HENRY DANA CENTER

THIS LEASE AGREEMENT is entered into between THE CITY OF SAN DIEGO, a municipal corporation (hereinafter referred to as CITY), and the SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, a political subdivision, in the State of California (hereinafter referred to as DISTRICT).

RECITALS:

It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment of recreational facilities which can serve the needs of both the general public and DISTRICT, and

CITY and DISTRICT have been cooperating in the use of numerous recreational facilities in accordance with the CITY-DISTRICT Recreation Agreement of September, 1948: and

CITY desires to supplement park acreage to meet community recreational needs: and

The estimated average life of all improvements to be constructed on the leased property is no greater than the term of this Agreement:

BASED UPON THESE RECITALS, THE PARTIES AGREE THAT:

1. Term. DISTRICT hereby grants to CITY a twenty-five (25)-year leasehold interest in the property hereinafter described, commencing on the date of execution hereof by DISTRICT: provided, however, that if at any time during the twenty-five (25)-year period DISTRICT should declare the property hereinafter described as no longer needed for school purposes and if DISTRICT should propose to sell, lease or otherwise use the site in such a manner that park-type restroom facilities funded by CITY in the area hereinafter described would not be usable by CITY for park purposes, DISTRICT shall so notify the CITY in writing and grant to CITY a two (2)-year option, commencing on the date of said notification, to purchase the hereinafter-described property at its fair market value exclusive of any value of improvements placed upon said property at CITY'S expense. In the event of such notification, the Agreement shall terminate at the end of the two (2)-year option period or upon written notification by CITY that CITY does not intend to exercise its option. In the event CITY does not exercise its option to acquire the leased property, DISTRICT agrees to reimburse CITY for the unamortized cost of the CITY funded improvements. For the purpose of determining the unamortized cost, CITY and DISTRICT agree that amortization shall be computed on a straight line basis over the twenty-five (25)-year term of the lease.

DOCUMENT NO. 00-18041

FILED FEB 22 1994

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

2. Property. The real property covered by this Agreement shall consist of a parcel, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein,

3. Consideration. Good, valuable, and adequate consideration exists in the mutual benefit enjoyed and the legal detriment incurred by CITY and DISTRICT as a result of their entering into and fulfilling this Agreement.

4. Use of Property. The property herein described shall be used by the CITY for no other purpose other than maintaining turfed recreational facilities, a children's play area, basketball courts, separate facilities which will include restrooms, storage area and concession area for the sale of food and drink items, landscaped areas and parking lot in accordance with plans and specifications approved by CITY and DISTRICT in advance of construction. DISTRICT may, at DISTRICT'S sole discretion, place, or permit to be placed, upon the leased area, portable buildings, structures, equipment, and apparatus upon thirty (30) days written notification to the CITY Manager. The placement of such items may be for the purpose of, but not limited to, the operation of public education and/or nonprofit child care. In such an event, DISTRICT shall, at DISTRICT'S expense, make any necessary modifications to the irrigation system and other improvements installed at CITY'S expense and at the completion of such use shall restore the improvements installed at CITY's expense to their original condition or to a condition satisfactory to the CITY Manager. In the event the placement of such facilities, described above, deprives the CITY of the uses specified under this Agreement, DISTRICT shall either reimburse CITY for that portion of the twenty-five (25)-year term hereof that CITY does not have use of the premises or portion thereof, on a percentage basis, or DISTRICT shall extend the lease for a term equal to the term the property is used for such temporary facilities.

5. City Recreation Program. CITY may use aforementioned recreational facilities in connection with its public recreation programs at all such times as are not reserved for DISTRICT use or such other uses permitted under paragraph 4, above. CITY agrees to coordinate community use of said recreational facilities as described in Exhibit "B", attached hereto and by this reference incorporated herein.

6. District Use of Property: DISTRICT shall have exclusive use of parking area from 8:00 a.m. to 4 p.m., Monday through Friday on each and every day that DISTRICT administrative personnel are on a scheduled work day, except that CITY shall have the right of entry for maintenance purposes during regular work hours as mutually agreed upon by CITY and DISTRICT.

7. City Responsibilities: CITY and DISTRICT mutually agree that DISTRICT shall construct or cause to be constructed, at CITY and DISTRICT cost and expense, recreational facilities which shall include but not be limited to, turfed play fields, children's play area, basketball courts, free standing restroom facilities with storage room and food and drink concession, irrigation systems, playground equipment, drinking fountains, underground electrical service lines and systems, drainage as required, and a parking lot which will serve both the DISTRICT and the community, in accordance with plans and specifications approved by CITY and DISTRICT. CITY shall contribute to project as CITY'S share of expense in the amount not to exceed One Hundred Thousand Dollars (\$100,000). CITY shall remit payment in the

forementioned amount upon receipt of an invoice from DISTRICT to CITY for the CITY'S contributory amount of cost of construction, inspection and contingencies. CITY shall maintain aforementioned facilities at its sole cost and expense in a timely and workmanlike manner which shall reflect an understanding that deferred maintenance creates unacceptable hardships for the DISTRICT'S educational program. In regards to the baseball field, basic maintenance is to be provided by CITY with the DISTRICT providing supplemental maintenance to the infield. All such maintenance work on property herein described, shall be performed by CITY employees only unless otherwise approved in writing by DISTRICT. CITY and DISTRICT shall be responsible jointly in regards to resurfacing or repairing the parking lot as may be required. CITY shall be responsible for litter collection and removal during those times when CITY is scheduled to use the fields. See Exhibit "B" for scheduled times.

8. District Responsibilities: DISTRICT shall be responsible for contracting with landscape architects, engineers and other professional consultants for the design of the aforementioned facilities and/or construction or causing to be constructed the aforementioned facilities. All such construction work on the property shall be accomplished by DISTRICT employees or by DISTRICT'S contracting agents directly under control of DISTRICT. All construction shall meet the requirements and standards of CITY and DISTRICT and all applicable provisions of the California Education Code and Administrative Code. DISTRICT and CITY shall be responsible jointly in regards to the undertaking of resurfacing or repairing the parking lot as may be required. DISTRICT shall be responsible for litter collection and removal during those times when DISTRICT is scheduled to use the fields. See EXHIBIT "B" for scheduled times.

9. Utilities. DISTRICT shall as part of the construction contract, provide necessary water and electrical hookups by metered system separate from school facilities. CITY shall pay all costs for domestic water for restroom building and irrigation water for turfed fields by metered system separate from school facilities. DISTRICT shall, as part of the construction contract, provide the necessary meters for such water usage, which meters shall be in CITY'S name.

OK 10. Joint Review. CITY and DISTRICT shall meet annually prior to January 1 of each year to review the joint use of the leased premises. As a result of this review, the use schedule as identified in this Agreement may be revised upon the mutual consent of both CITY and DISTRICT. Said changes, when made, shall then become a part of this Agreement.

11. As-Built Drawings. Upon completion of construction by DISTRICT, DISTRICT shall furnish CITY with complete "as-built" drawings, if requested by CITY.

12. Improvements. All CITY financed improvements, if any, installed upon said real property shall remain the property of CITY during the term of the leasehold and will be removed by CITY upon request by DISTRICT at termination of the leasehold, and said property shall be returned to DISTRICT free of all legal encumbrances. In the event CITY does not so remove said improvements upon expiration of this Agreement, as requested in writing by DISTRICT, DISTRICT may remove, or sell, or destroy the same at CITY'S expense.

13. Quiet Possession. CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy the said property for the term aforesaid.

14. Entry and Inspection. DISTRICT reserves, and shall always have the right, to enter upon said real property for the purpose of viewing and ascertaining the condition thereof.

15. Assignment. CITY shall not assign this Agreement or any interest herein without the prior written consent of DISTRICT. Any such assignment without such consent shall be void.

16. Equal Opportunity Compliance. DISTRICT agrees to monitor any and all contractors, subcontractors, independent contractors and employees for compliance with Equal Opportunity and non-discrimination requirements and to hold CITY harmless from any and all liability, claims, damages, or injuries to any person in connection with any acts or omissions rising therefrom.

17. Compliance with Law. At its sole cost and expense CITY shall comply, and shall secure compliance by persons within its control and authority, with all the requirements of state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force, in the use of said premises by persons within its control and authority.

18. Assigns. Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor(s) of the parties.

19. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

20. Administration of Agreement: Notices. Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT'S interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mails, postage prepaid, and addressed to the San Diego Unified School District at 4100 Normal Street, San Diego, California 92103-2682, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Any notice or notices provided for by this Agreement or by law to be given or served upon CITY may be given or served by depositing in the United States mails, postage prepaid, a certified letter addressed to the CITY Manager, CITY Administration Building, Charles C. Dail Concourse, San Diego, California 92101. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes. upon the principals of the parties so

served upon personal services or 48 hours after mailing in the manner required herein.

21. Remedies. In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within ninety (90) days following the service on the defaulting party of a written notice from the second party specifying the default complained of, then the second party may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within ninety (90) days after the service of written notice upon the defaulting party, the second party shall not terminate this Agreement pursuant to said default if the defaulting party immediately commences to cure said fault and diligently pursues such cure to completion.

22. Indemnity. CITY agrees to indemnify and save DISTRICT, its agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of CITY, its agents or employees in connection with the performance of this agreement and the use of the subject parcels. DISTRICT agrees to indemnify and save CITY, its agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of DISTRICT, its agents or employees in connection with the performance of this agreement and the use of the subject parcels.

23. Legal Proceedings. The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes under this Agreement and will determine all rights thereunder.

24. Verbal Agreements. This agreement contains the complete expression of the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect except by written agreement between the said parties.

25. Severance. If any part of the Agreement contained herein is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.

26. Amendment or Renewal. This Agreement may be amended or renewed in writing by mutual consent of DISTRICT and CITY as permitted by law.

27. Nondiscrimination. DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties, shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin including, but not limited to, the providing of goods, services, facilities, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, this Agreement is executed by the CITY of San Diego acting by and through its CITY Manager pursuant to Ordinance No. 0-18041 authorizing such execution, and by the San Diego Unified School District of San Diego County, California, acting by and through its Superintendent pursuant to a Resolution of its Board of Education.

THE CITY OF SAN DIEGO, a Municipal Corporation

SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA

By Marcin C. Matich

By Bertha O. Pendleton
Bertha O. Pendleton
Superintendent

Title Park + Recreation Director

Date 3/3/94

Date 9/29/93

APPROVED AS TO FORM AND LEGALITY BY JOHN W. WITT, CITY ATTORNEY

By John Jackson

Date 3-9-94

LEGALITY AND FORM APPROVED.

Jose Gonzales 09-14-93
JOSE GONZALES, Assistant General Counsel
San Diego Unified School District

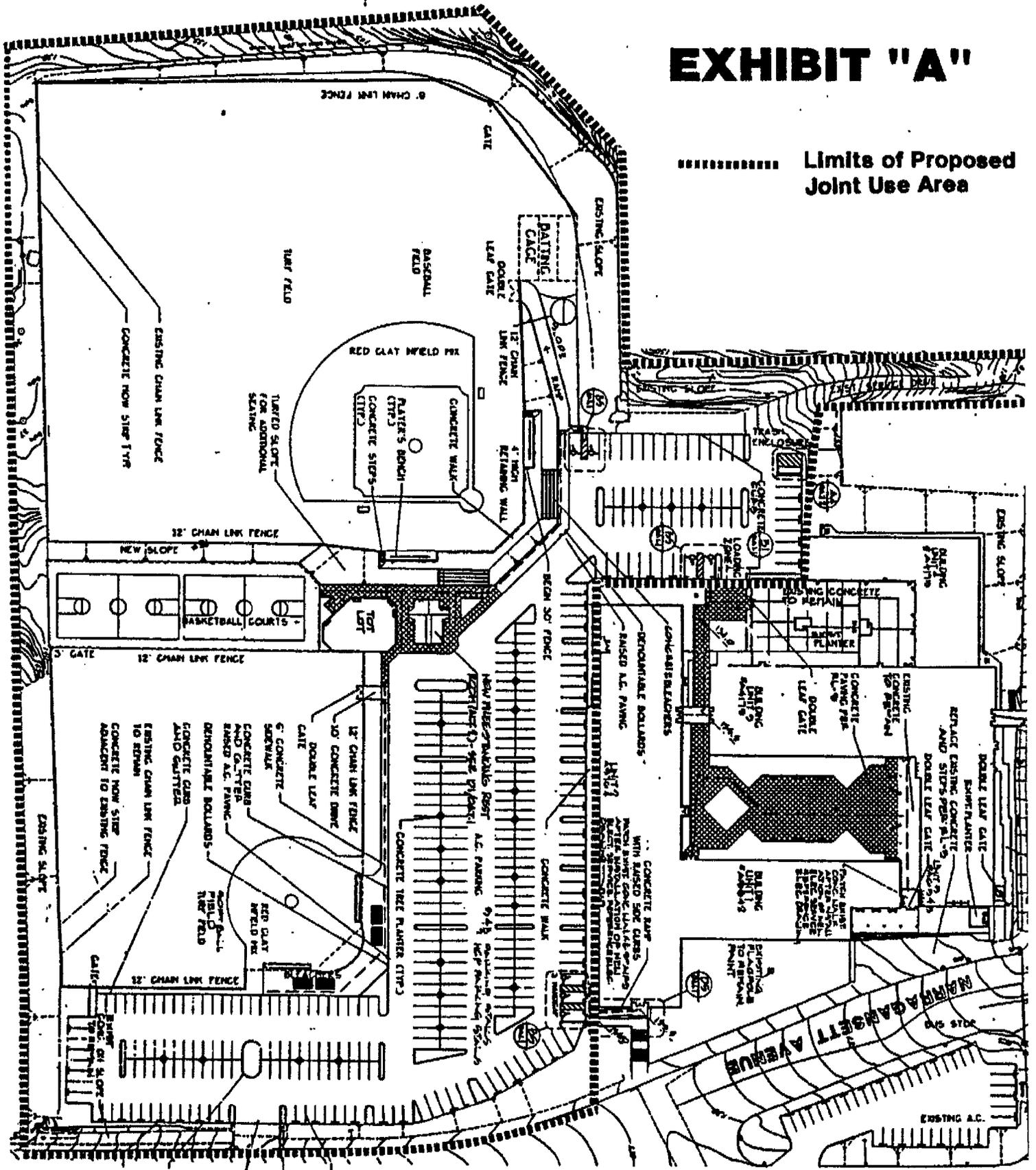
Approved in public meeting of the Board of Education of the San Diego Unified School District on 9/28/93.

Cheryl Ward
Cheryl Ward, Recording Secretary
Board of Education

Dana Administrative Center

EXHIBIT "A"

..... Limits of Proposed Joint Use Area



Availability of Dana Joint-Use Fields for Use by City

	1993		1994										1995						Comments		
	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR		MAY	JUN
BASEBALL								mid					mid							mid	
SOFTBALL								mid													Partial Use by the City includes wknds and after 4pm on days school is in session
PARKING																					After 4 p.m. each day employees are on site and all weekends and holidays
BASKETBALL																					
RESTROOMS																					

Note: The schedule of use shown for the period July 1994 to June 1995 will be repeated each year thereafter, subject to annual review.

Legend: Full Use by City includes weekends  Partial Use by City 

EXHIBIT B

FIRST AMENDMENT TO AGREEMENT
(RICHARD HENRY DANA CENTER)

THIS FIRST AMENDMENT TO AGREEMENT is entered into between THE CITY OF SAN DIEGO, a municipal corporation (hereinafter referred to as CITY), and the SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, a public school district and political subdivision of the State of California (hereinafter referred to as DISTRICT).

R E C I T A L S:

WHEREAS, on February 22, 1994, CITY and DISTRICT entered into an "Agreement for the Construction, Operation, Maintenance, and Lease of Turfed Field and Recreation Facilities at Richard Henry Dana Center" (Agreement). A copy of said Agreement is attached hereto.

WHEREAS, CITY and DISTRICT desire to amend said Agreement to revise the scheduled use of joint-use facilities by CITY and DISTRICT; and to revise maintenance obligations of both the CITY AND DISTRICT.

NOW THEREFORE, in consideration of the recitals and mutual obligation of the parties herein expressed, CITY and DISTRICT agree as follows:

Paragraph 5 of said Agreement is amended to read "Except for the joint-use baseball and softball fields, CITY shall have exclusive use of all facilities located within the joint-use area, in connection with its public recreation programs from thirty (30) minutes after the end of the school day until thirty (30) minutes before the beginning of the school day, Monday through Friday on days that school is in session. CITY shall also have such exclusive use on holidays, weekends, and other days when school is not in session, based on a traditional nine-month or single track year-round school year. CITY shall not have exclusive use of the baseball and softball fields located within the joint-use area until 6:00 p.m. on days when fields are used exclusively by DISTRICT in connection with its interscholastic athletics programs. If school year should be changed to multitrack year-round or include summer school, then maintenance terms of this agreement shall be renegotiated. CITY agrees to coordinate community use of said recreational facilities during nonschool hours."

Paragraph 6 of said Agreement is amended to read "DISTRICT shall have exclusive use of all facilities located within the joint-use area from thirty (30) minutes before the beginning of the school day until thirty (30) minutes after the end of the school day, Monday through Friday on days that school is in session, based on a traditional nine-month or single track year-round school year. DISTRICT shall have exclusive use of the

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FILED FEB 01 1999

OFFICE OF THE CITY CLERK

baseball and softball fields located within the joint-use area until 6:00 p.m. as required in connection with the DISTRICT'S interscholastic athletics programs. CITY and DISTRICT staffs may negotiate additional hours as necessary. CITY shall have the right-of-entry for maintenance purposes during regular school hours as mutually agreed upon by CITY and DISTRICT. All vehicular gates shall be locked upon entering the site for maintenance and/or delivery purposes and shall remain locked during all such times that school is not in session. At no time shall the asphalt school play area be used for public parking purposes."

Paragraph 7 (CITY Responsibilities) is amended to read as follows: "CITY and DISTRICT mutually agree that DISTRICT shall construct or cause to be constructed, at CITY and DISTRICT cost and expense, recreational facilities which shall include but not be limited to turfed play fields, children's play area, basketball courts, free standing restroom facilities with storage room and food and drink concession, irrigation systems, playground equipment, drinking fountains, underground electrical service lines and systems, drainage as required, and a parking lot which will serve both the DISTRICT and community, in accordance with plans and specifications approved by CITY and DISTRICT. CITY shall contribute to project as CITY's share of expense in the amount not to exceed One Hundred Thousand Dollars (\$100,000). CITY shall remit payment in the aforementioned amount upon receipt of an invoice from DISTRICT to CITY for the CITY's contributory amount of cost of construction, inspection and contingencies. Except for the DISTRICT's maintenance responsibilities stated in paragraph 8 below, CITY shall maintain aforementioned facilities at its sole cost and expense in a timely and workmanlike manner which shall reflect an understanding that deferred maintenance creates unacceptable hardships for the DISTRICT's educational program. In regards to the baseball and softball fields, CITY shall maintain the outfield turf and irrigation system of the baseball field and shall maintain the infield soil, outfield turf and irrigation system of the softball field. CITY shall maintain that portion of asphalt designated as a parking lot, which is located adjacent to the school play area, including trees and landscape (as shown on Exhibit C). CITY shall be responsible for the resurfacing or repair of the parking lot per the above. All such maintenance work on property herein described, shall be performed by CITY employees only unless otherwise approved in writing by DISTRICT. CITY shall be responsible for litter collection and removal during those times when CITY is scheduled to use the fields."

Paragraph 8 (District Responsibilities) of said Agreement is amended to read as follows: "DISTRICT shall be responsible for contracting with landscape architects, engineers and other professional consultants for the design of the aforementioned facilities and/or construction or causing to be constructed the aforementioned facilities. All such construction work

on the property shall be accomplished by DISTRICT employees or by DISTRICT'S contracting agents directly under control of DISTRICT. All construction shall meet the requirements and standards of CITY and DISTRICT and all applicable provisions of the California Education Code and Administrative Code. DISTRICT shall maintain that portion of asphalt designated as school play area, including the trees and landscape, and the service driveway off Chatsworth Boulevard and adjacent parking lot (as shown on Exhibit C). DISTRICT shall maintain the infield turf, soil and irrigation system of the baseball field. DISTRICT shall maintain all exterior slopes. DISTRICT shall be responsible for litter collection and removal during those times DISTRICT is scheduled to use the fields."

All other terms and conditions of said Agreement not expressly amended herein shall remain in full force and effect and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, this First Amendment to Agreement is executed by the City of San Diego acting by and through its City Manager pursuant to Ordinance No. 0-18623 authorizing such execution, and by the San Diego Unified School District of San Diego County, California, acting by and through its Superintendent or her designee pursuant to a Resolution of its Board of Education.

THE CITY OF SAN DIEGO
DISTRICT, a Municipal Corporation

SAN DIEGO UNIFIED SCHOOL DISTRICT
a Public School District

By: Marcus C. McIntosh

By: Henry Hurley
Henry Hurley

Title: Director, Public Works

Title: Chief Administrative Officer

Date: 2/8/99

Date: 10/15/98

APPROVED AS TO FORM AND LEGALITY BY
CASEY GWINN, CITY ATTORNEY

LEGALITY AND FORM APPROVED

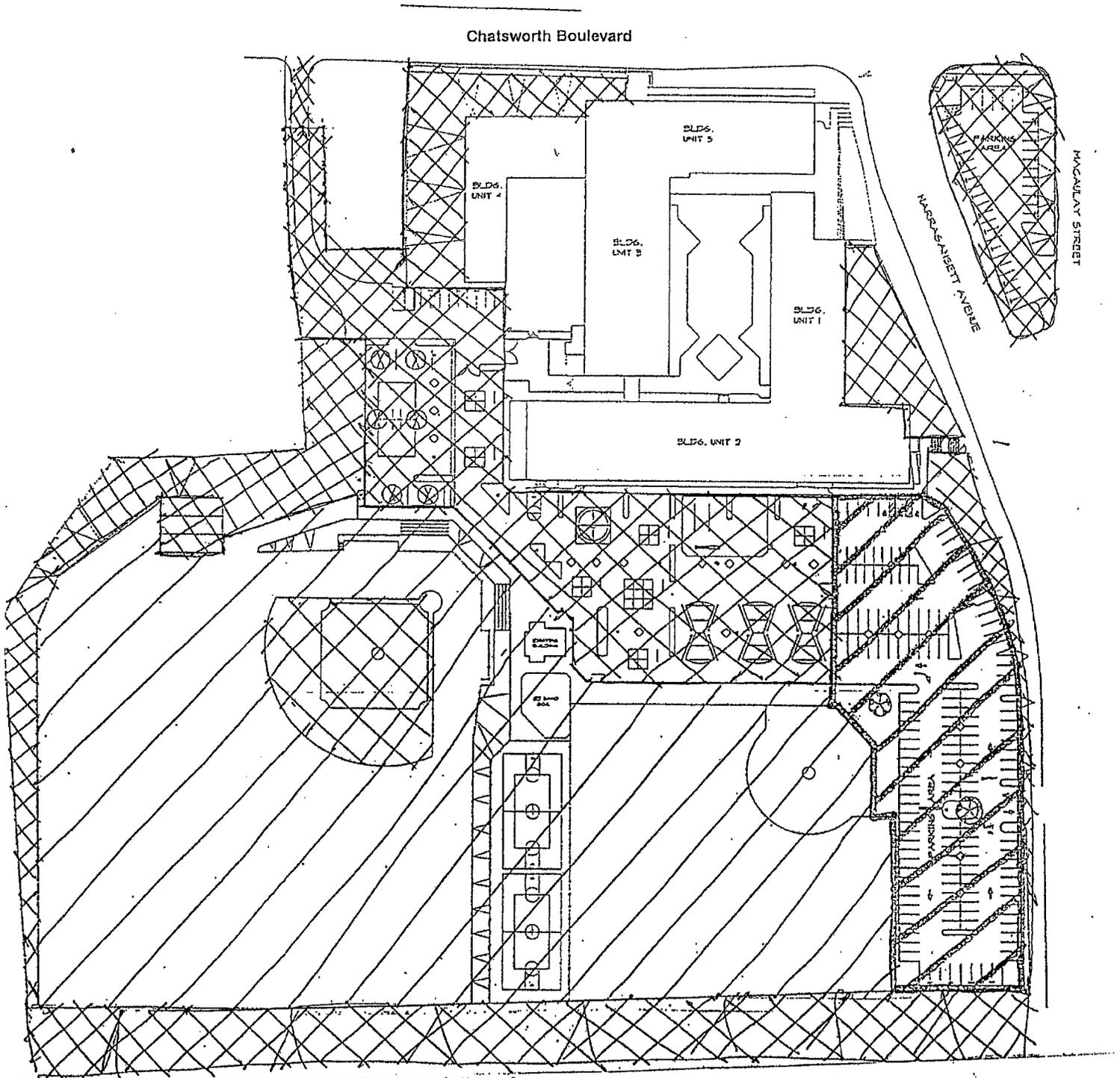
Jose L. Gonzalez 09-22-98
JOSE GONZALES, Assistant General Counsel
San Diego Unified School District

By: Jarvis D. Marshall

Date: 12-15-98

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 10/13/98
Cheryl Ward
Cheryl Ward, Recording Secretary
Board of Education

DANA SCHOOL



Parking Lot Area, Including Trees and Landscape, for which City is Responsible for Maintaining.



Asphalt Play Area, Including Trees and Landscape; Driveway and Adjacent Parking Lot for which District is responsible for Maintaining.





San Diego Unified
SCHOOL DISTRICT

RECEIVED

NOV 30 2012

Park And Recreation Department
Administrative Services Division

Tina Vecell
Director
Real Estate Department
Office of the Deputy Superintendent Business
TEL.: (619) 725-7375
FAX: (619) 574-1487
tvecell@sandi.net

November 16, 2012

Stacey LoMedico
Director, Park & Recreation
The City of San Diego
202 C Street, MS-37C
San Diego, CA 92101

Dear Stacey:

Subject: Dana Baseball Field

On Tuesday, November 6, 2012, the Board of Education voted unanimously to direct staff to begin the process with The City of San Diego Park and Recreation to remove the baseball field at Dana Middle School from the joint use agreement. The City and District entered into a joint use agreement for Dana MS on February 22, 1994, and amended the agreement on February 1, 1999. Pursuant to Section 26 of the agreement it may be amended in writing by mutual consent of the District and City as permitted by law.

Please accept this letter as official notification that the District would like to amend the joint use agreement to remove the baseball field as soon as the City can take this request through the City's community process and to the City Council for approval. On November 6, 2012, Michael Patton, Councilman Faulconer's representative, addressed the board stating Mr. Faulconer is in favor of amending the agreement to remove the baseball field. All other terms and conditions of the Agreement would remain in full force and effect.

As you know, the District has received a verbal proposal from David Wells to fund a renovation of the baseball field and to fund ongoing maintenance of the field to a higher standard than either the City or District can achieve due to current, limited resources. In the event the District and Mr. Wells are not able to reach an agreement the district may consider withdrawing the request to remove the baseball field from the joint use agreement.

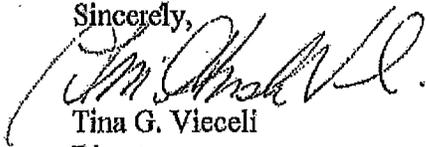
The Board also directed staff to convene an Ad Hoc Field Usage Task Force including community sports stakeholders to develop a protocol to ensure equitable field use by schools, youth leagues and community sports leagues for all district sports facilities and to bring a protocol back to the board within 60-90 days. District

Letter to Stacey LoMedico
Page 2
Dana Baseball Field

staff would like to invite a couple of Park and Recreation staff to be part of this task force.

District staff is confident the City and District can work through amending the Dana MS joint use agreement and developing a sports field protocol to present to the board. If you have any questions or concerns, please direct them to Randy White at (619) 725-2781.

Sincerely,



Tina G. Viecelli
Director

TV:rw

c: P. Stover
 R. White



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: February 5, 2013

TO: Stacey LoMedico, Director, Park and Recreation Department

FROM: Robin Shifflet, Park Planner, Development Services Department

SUBJECT: Dana Middle School Proposed Joint Use Agreement Amendment

In response to the San Diego Unified School District (SDUSD) letter, dated November 16, 2012, asking the District staff to begin the process to remove the baseball field at Dana Middle School from the existing joint use agreement, Park Planning has evaluated this proposal from a long-term park planning perspective and how this may affect the Peninsula Community.

Dana Middle School Joint Use Area provides 5.5 acres of population-based park area, which includes the baseball field of approximately 3 acres. The Peninsula Community has a current population-based park deficit of 78 acres. In 2030 the deficit is anticipated to decrease to 70 acres. By removing these 3 acres from the population-based park inventory this will increase the Community's park deficit, both currently and in the future, see attachment A - Peninsula Park Inventory.

The 2008 General Plan notes that in many of the built-out communities, such as Peninsula, park equivalencies are a realistic strategy for the equitable provision of park and recreational facilities. One of the primary park equivalencies identified in the General Plan are Joint Use Facilities at school sites. The Dana Middle School is a good example of this type of park and it is anticipated that three additional school sites will become joint use facilities to address the park deficit, these include: Sunset Views Elementary, Silvergate Elementary, and Barnard Elementary. Amending the existing Dana Middle School joint use agreement to remove these 3 acres from the population-based park inventory is contrary to this important strategy of park equivalencies in built-out communities.

The Park and Recreation Element of the Peninsula Community Plan, adopted by the City Council in 1987, states that there is a shortage of small neighborhood parks as compared to the population-based standards of the General Plan, and that there should be an increased use of school playgrounds for community recreation needs after school and on weekends. The plan also recommends that a portion of the Dana Jr. High School site should be retained for a park and recreation uses.

The Peninsula Public Facilities Financing Plan identifies the Dana Middle School Joint Use as Project PEN-P10, with \$100,000 in Development Impact Fees for the construction of the turf fields and this project has been completed, attachment B. Future PFFP projects include joint use sites at Barnard Elementary, Silvergate Elementary, and Sunset Views Elementary. In addition, Project PEN-P6 Park Site Acquisition is identified to acquire 6 one-half acre sites throughout the community. Current land value in Peninsula is valued at \$3.2 million per acre and the growth of the Development Impact Fee Fund is not expected to increase. As such, finding the funding, or parcels for the

Dana Middle School Joint Use Amendment

2/7/2013

Page 2

acquisition and development of 3 acres of park as a result of removing these acres from the Dana Middle School Joint Use Area would not occur within a realistic timeframe.

Due to the current and future population-based park deficit, the current land constraints and the cost of land acquisition for the Peninsula Community, and the policies and recommendations of the General Plan and the Community Plan, Park Planning would not support removing the 3 acre ballfield from the Joint Use Agreement.

Should this proposal to remove the ballfield from the Joint Use Agreement move forward, Park Planning staff would encourage SDUSD to pursue arrangements with the athletic organizations within the Peninsula Community to allow the public to still have access to the field.

RS/rs

Attachments: Attachment A – Peninsula Population-based Park Inventory
Attachment B – Facilities Finance Sheet for Dana Middle School
Attachment C – Aerial photo

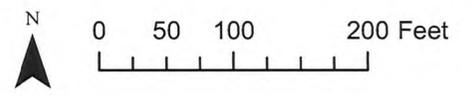
cc: Nancy Bragado, Program Manager, Development Services Department
Clay Bingham, Deputy Director, Park and Recreation Department
Jim Winter, Project Officer II, Park and Recreation Department



Current joint use area
shown in cyan

3 acre baseball field proposed
to be removed from the
current joint use agreement

**Dana Middle School
Current Joint Use Area**



CITY OF SAN DIEGO
FACILITIES FINANCING PROGRAM

PROJECT: PEN-P10
COUNCIL DISTRICT: 2
COMMUNITY: PENINSULA

TITLE: RICHARD HENRY DANA CENTER

DEPARTMENT: PARK AND RECREATION

FUNDING:	SOURCE	EXPEN/ENCUM	CONT APPROP	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006
100,000	DIF	100,000							
100,000	TOTAL	100,000	0	0	0	0	0	0	0

DESCRIPTION: CONSTRUCT, OPERATE, MAINTAIN AND LEASE OF TURFED FIELD AND RECREATION FACILITIES AT THE RICHARD HENRY DANA CENTER.

JUSTIFICATION: TO MEET THE NEEDS OF PARK SPACE FOR THE PENINSULA COMMUNITY. THE FUNDS WERE USED TO REIMBURSE THE SCHOOL DISTRICT FOR THE CONSTRUCTION OF IMPROVEMENTS.

SCHEDULE: COMPLETED



51

CITY OF SAN DIEGO
FACILITIES FINANCING PROGRAM

PROJECT: PEN-P10
COUNCIL DISTRICT: 2
COMMUNITY: PENINSULA

TITLE: **RICHARD HENRY DANA CENTER**

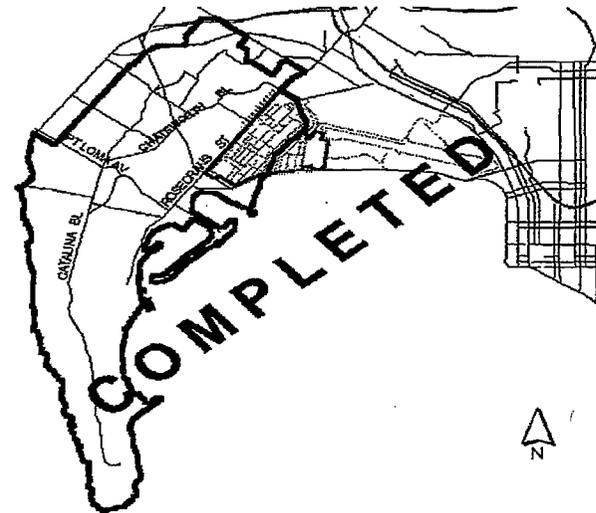
DEPARTMENT: PARK AND RECREATION

FUNDING:	SOURCE	EXPEN/ENCUM	CONT APPROP	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006
100,000	DIF	100,000							
100,000	TOTAL	100,000	0	0	0	0	0	0	0

DESCRIPTION: CONSTRUCT, OPERATE, MAINTAIN AND LEASE OF TURFED FIELD AND RECREATION FACILITIES AT THE RICHARD HENRY DANA CENTER.

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SCHEDULE: COMPLETED



PENINSULA (CD2)(DIF)

9/4/2012

Population-Based Park Needs

	<u>2010</u>	<u>2030</u>
SANDAG HOUSEHOLD POPULATION (Includes Military)	39,800	40,904
Population-Based Park Acreage Required	111.44	114.53
2.8 useable acres/1,000 population = acres required		

PARKS by CLASSIFICATION

	<u>Gross Acres</u>	<u>Useable Acres</u>	<u>Developed Useable Acres</u>	<u>Future Useable Acres</u>
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Major Parks

	0.00	0.00	0.00	0.00
SUBTOTAL	0.00	0.00	0.00	0.00

Community Parks

Bill Cleator	15.27	10.67	10.67	0.00
Point Loma (4)	10.04	7.53	7.53	0.00
SUBTOTAL	25.31	18.20	18.20	0.00

Neighborhood Parks

Collier	6.72	5.22	5.22	0.00
SUBTOTAL	6.72	5.22	5.22	0.00

Mini-Parks

Plumosa	1.35	1.35	1.35	0.00
SUBTOTAL	1.35	1.35	1.35	0.00

Pocket Parks/Plazas

McCall St.	0.01	0.01	0.01	0.00
Cabrillo (North & South)	0.32	0.26	0.26	0.00
SUBTOTAL	0.33	0.27	0.27	0.00

Special Activity Parks

	0.00	0.00	0.00	0.00
SUBTOTAL	0.00	0.00	0.00	0.00

Park Equivalencies

Joint Use

Cabrillo E.S. (3)	2.22	2.22	2.22	0.00
Dana M.S.	5.50	5.50	5.50	0.00
Sunset Views E.S.	0.00	0.00	0.00	2.00
Silvergate E.S.	0.00	0.00	0.00	2.00
Barnard E.S.	0.00	0.00	0.00	2.00

Trail

Portion of Resource-Based Park

Sunset Cliffs N.P.	0.00	0.00	0.00	5.00
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Privately-Owned Park Site

Non-Traditional Park Site

Facility or Building Expansion or Upgrade

SUBTOTAL	7.72	7.72	7.72	11.00
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Total Park Acreage

<u>41.43</u>	<u>32.76</u>	<u>32.76</u>	<u>11.00</u>
Gross Acres	Useable Acres	Developed Useable Acres	Future Useable Acres

Total Population-Based Acreage

2010

32.76 acres existing
 111.44 acres required
(78.68) deficit useable

2030

32.76 acres existing
 11.00 acres future
 114.53 acres required
(70.77) deficit useable

Recreation Facilities

Recreation Center Required
 (17,000 SF per 25,000 people)

2010 Required SF
 27,064.00

2030 Required SF
 27,814.72

Recreation Centers

Name
 Cabrillo Rec Center
Future NTC Rec Center (1)

Existing Size/SF
 1,984

2010 Required

Total Existing 1,984.00 SF
 Total Required 27,064.00

(25,080.00) SF deficit

2030 Required

Total Existing 1,984.00 SF
 Total Required 27,814.72

(25,830.72) SF deficit

Aquatic Complexes

Aquatic Complex Required
 (1 per 50,000 People)

2010 Required
 0.80

2030 Required
 0.82

Aquatic Complexes

Name
 None
Future NTC Pool (2)

2010 Required

Total Existing 0.00
 Total Required 0.80

(0.80) deficit

2030 Required

Total Existing 0.00
 Total Required 0.82

(0.82) deficit

(1) Future NTC Rec Center to be shared with Peninsula (62.6%), Ocean Beach (30.6%) and Midway (6.8%) communities.

(2) Future NTC Pool to be shared with Peninsula (62.6%), Ocean Beach (30.6%) and Midway (6.8%) communities

(3) 2 - Tennis Courts

(4) 4 - Tennis Courts

Point Loma High School Baseball Boosters

Date: February 12, 2013

To: Ocean Beach Recreation Council

From: Point Loma High School Baseball Boosters

SUBJECT: Community Response to Park and Recreation Memo of February 5, 2013 and February 8, 2013 regarding San Diego Unified School District request for amendment to Dana Joint Use Agreement

This memo is a response to the February 5, 2013 Memo from Robin Shifflet, Park Planner, Development Services Department and February 8, 2013 Memo from Clay Bingham, Deputy Director, Park and Recreation Department, City of San Diego.

REQUEST:

We respectfully request the Ocean Beach Recreation Council to approve the amendment of the Dana Joint Use agreement to allow the San Diego Unified School District to manage the lower field at Dana Middle School. This change would facilitate a higher level of maintenance required for the Point Loma High School Baseball field in order to ensure that our Point Loma High School Baseball team will continue to be competitive. In accordance with the California State Law, Civic Center Act, Education Code Section 38130-38139 allows community access for "supervised recreational activities" under the "management, direction and control of the governing board of the school." In essence, all permitting and control of the lower baseball field at Dana will be under the jurisdiction of the San Diego Unified School District.

BACKGROUND:

First, it is important to note that the San Diego Unified School District is the owner of the Dana site and they have requested an amendment from the Dana Middle School Joint Use Agreement per the November 16, 2012 Letter from Tina Viecevli, Director of the SDUSD Real Estate Department.

In 1985, the Peninsula community fought and won the battle to preserve Dana for future educational uses. The school buildings were used as a San Diego Unified School District Resource Center until the school was reopened to serves grades 5 and 6 in 1999. A new Point Loma High School Baseball field was constructed on the lower field due to the small size of the Point Loma High School site. Joint use recreational facilities were developed which included a parking lot.

Secondly, the Point Loma High School site is the smallest high school site in the SDUSD system containing a net of 6.7 acres according to district records. By contrast, Mission Bay High School contains a net of 35.8 acres, Mira Mesa High School a net of 48.6 acres and Scripps Ranch High School a net of 69.3 acres. The student to Acre Ratio for Point Loma is 302 students, the highest by six fold over other high schools. By contrast, Scripps Ranch is 33 students.

Third, the comparisons regarding lack of adequate park acreage for the Peninsula community are grossly misleading. In fact numerous park and recreation facilities were not calculated in the totals provided by the Park and Recreation Department.

For example, the new NTC 46 acre park at Liberty Station is clearly used by Peninsula Residents. In fact, Mello Roos Bonds from the 350 adjacent residential units at NTC contributed the \$14 Million to build the park.



Additionally, the data fails to include recreational acreage of the San Diego Unified Port District that clearly benefits the Peninsula community. These areas include parks, pathways, picnic tables, a tot lot and a beach with a launching ramp. The Port District also maintains the La Playa trail along Bessemer Beach which is a favorite of area residents.

The calculations also fail to mention community recreational benefits from the 5 acre Peninsula YMCA within Cleator Park which includes a soccer arena, 10,000 square foot gymnasium, fitness facility, picnic areas, swimming pool and therapy pool. The YMCA maintains the site and raises over \$250,000 a year in scholarships and subsidies from the hard work of volunteers to make sure no child is ever turned away from the YMCA.

The report fails to include the fact that Robb Field, although classified as a Regional Park, in fact serves many Peninsula residents and sports team and the respective acreage is not included.

Finally, the San Diego Unified School District is planning a 7 acre multi-purpose sports field complex at Correia Middle School, adjacent to Bill Cleator Park. The \$7 Million facility will include softball fields and a multi-purpose sports complex available for the greater community.

SPECIFIC USE

Our Peninsula community of baseball parents from little league up through high school level— develop relationships, gains experience and better understand the amount of time and cost it takes to get to and through baseball at the high school level. As the student athlete becomes older: his/her family commitment becomes greater, families have traveled to several parks/ school facilities and the sport becomes more competitive. By the time these families reach high school – with a proud sense of community their passions are high. To truly compete at the high school level requires proper facilities. This letter is to remind SD City agency about different needs a specific outdoor use for a school requires in lieu of general multi-purpose recreation use for general public. Note that it was this same core of parents/donors/players that have already provided improvements for the City parks. (such as the view deck at Point Loma Park –behind the Fire Station on Catalina) which the entire community uses to this day for both baseball and non-baseball events ("concerts in the park" series). So we hope that there is an open mind by the OB Rec Council to better understand the specific requirements of a high school baseball program.

A varsity level baseball field is a specialized use. These strategic improvements to such a baseball field are more delicate and are not typical of a "general use" park and should not be compared to a multi-purpose park. Since the 1999 amendment to the original JU agreement, PLHS improvements have not been protected by City Parks and Rec who also cannot ensure protection of future improvements planned for the high school field. There are other public parks in our peninsula that have 90 ft. base paths and are capable of having 90' base paths in the community that do not require as much maintenance should Parks and Rec. feel the need to rent out such a facility at a low cost to SD County wide teams.

MAINTENANCE

It is important when discussing costs and donations we differentiate between cost of materials and cost of labor. Let's first discuss the MATERIALS. The cost of MATERIALS for a varsity high school baseball program field range is \$10K range per year. These cost include but not limited to the following:

- *Striping/chalking foul lines and batter boxes*
- *Edging mowing equipment infield/out field*
- *Dragging equipment for infield*
- *Specific dirt mixes for infield – home plate- pitching mounds*
- *Equipment to laser level the field*
- *Specific dirt additives for moisture control*



- *Concrete work dug out zones*
- *paint*
- *Water valves for infield*
- *Dug out Bench replacement*
- *Safety gates dug out*
- *Tools for sweeping /raking /compacting/cleaning field areas*

In addition to material cost, the LABOR involved in maintaining the field yearly would equal to the cost of the materials so an additional \$10K range for LABOR should be added when tabulating field costs (\$20K total). Fortunately our LABOR cost is 99% donated or paid for by PLHS Baseball Booster program and executed by the players/ parents/friends of the PLHS baseball team for the PLHS teams. City Park and Rec does not require users of Dana field to provide labor or cost of labor equitably. We are tired of providing the 99% LABOR and 90% of the Material cost for our baseball field.

Another way to compare LABOR is on a per GAME basis in addition to the yearly basis as discussed above. The PLHS teams of approx. 20 kids/coaches/parents per team provide approx. 11 hrs. of maintenance per GAME. The Parks and Rec teams (event though they have the same number of players on the field) only provide total of approx. 1- hr. of field maintenance per game.

CONCLUSION:

Don't forget that the Original 1994 Joint – Use agreement had very limited community use of the baseball field (mid June - mid Nov only) – with a change to the joint use agreement in 1999 (without our knowledge) that opened up the baseball field to entire San Diego County (including other city teams). These Park and Rec teams now have access year round on the weekends. No foresight was given or rules established to ensure equitable cost of materials and labor to maintain the field during the entire year and after each game. If the original agreement can be changed in 1999 – then it can be changed in 2013 as the school board previously supported. The PLHS Baseball Field at Dana will still be available for community use under permitting of the SDUSD.

It is important to consider the PLHS legacy of baseball, It is our understanding that David Wells, former major league pitcher and PLHS Graduate has indicated his willingness to give back to the community he came from by donating funds to renovate the field at a cost range of \$100K. However without the consent of City Parks/Rec department to release control back to the SD Unified School District such substantial upgrades will not occur on the PLHS Joint Use field at Dana. A change and field renovations are critically needed to prevent injuries and improve the level of play for our PLHS JV and Varsity level teams.

Signed

Kathleen Seymour – President PLHS Baseball Boosters 2012-2103

Darrold Davis – PLHS Baseball Boosters 2008- 2012

Byron Wear – PLHS Baseball Boosters 2007-2011





San Diego Unified
SCHOOL DISTRICT

Board of Education

EUGENE BRUCKER EDUCATION CENTER
4100 Normal Street, Room 2231, San Diego,
CA 92103-2682
Phone: (619) 725-5550 Fax: (619) 297-5624

Scott Barnett
Trustee

June 10, 2013

Hon. Kevin Faulconer,
Councilmember, City of San Diego,
202 C Street, MS 10A
San Diego, CA 92101

Dear Kevin,

As the school trustee representing Point Loma I am working to improve school facilities in our community.

A year ago, we were approached by a major donor interested in making significant improvements to the Point Loma High School Baseball (lower field) located at Dana Middle School, if the field was transferred to the San Diego Unified School District. As we know, the existing field is in need of renovation and is in poor condition, particularly the outfield containing many holes where players have suffered injury.

As part of the process to transfer control to the San Diego Unified School District questions have arose as to the level of commitment to the rehabilitation of the Point Loma High baseball field at Dana. Because those negotiations are ongoing, I wanted to provide a level of assurance to the City of San Diego and the community.

As your school board representative I can assure you that the San Diego Unified School District is committed to the rehabilitation of the Dana field including leveling, new sod and installation of a synthetic area inside of the baseline. The specific details of these improvements are in negotiations with our donor and the Point Loma Baseball Boosters. Regardless of the outcome of those negotiations, these facility improvements at Dana and others will be made and are contained within the ballot language of the voter approved Proposition Z, passed by 60% of the voters in November 2012.

Additionally, under the control of the San Diego Unified School District the level of maintenance will significantly improve because we are required under law to provide a higher standard of safety for our students and athletes.

Finally, following these improvements, the field will continue to be available for public use and adult baseball leagues under the permitting process of the San Diego Unified School District under reasonable conditions required by California State Law. We are all looking forward to a great facility for our team and a wonderful community recreational asset for the Peninsula community. Thanks for your continued support.

Sincerely,

Scott Barnett, Trustee
Board of Education
San Diego Unified School District

Cc: Mayor Bob Filner
San Diego Park and Recreation Board



POINT LOMA HIGH SCHOOL BASEBALL BOOSTERS

June 11, 2013

Members, Ocean Beach Recreation Council
City of San Diego, Park and Recreation Department
Ocean Beach Recreation Center
4726 Santa Monica Street
San Diego, CA 92107

RE: Request to transfer lower Dana field (PLHS Baseball) to San Diego Unified School District

Members of the Ocean Beach Recreation Council:

On February 12, 2013 we appeared before you in support of the transfer of the Dana lower field (Point Loma High School Baseball) from the City of San Diego to the San Diego Unified School District. At that time there were unanswered questions and there were many abstentions.

On April 18, 2013 the Peninsula Community Planning Board voted unanimously to support transfer of the Point Loma High School Baseball field at Dana School to San Diego Unified School District.

On May 16, 2013 the Park and Recreation Board tabled the item to have staff obtain additional information.

In response to concerns raised we have obtained the following letters and assurances:

1. **Letter from Scott Barnett**, Trustee, San Diego Unified School District providing assurances for the rehabilitation of the field with a higher standard of maintenance and availability for public use. (Attached)
2. **Letter from Mike Micheli**, President San Diego Adult Baseball League in support of the transfer to the San Diego Unified School District. (Attached)
3. **Letter from Bobbie Samilson**, Principal, Point Loma High School allowing for a gate to remain open for public access to the running track at Point Loma High School football stadium. (Attached)

We request your support of transfer of the Dana lower field used by Point Loma High School to the San Diego Unified School District so we will all have a great recreational asset for the community and a WIN WIN. We have attached a suggest framework for a motion for your consideration. Thank you.

Regards,

POINT LOMA BASEBALL BOOSTERS

Kathy Seymour
President

Scott VanArsdale
Member

Byron Wear
Former Board Member

Cc: Hon. Mayor Bob Filner; Hon. Kevin Faulconer, San Diego City Councilmember; Hon. Scott Barnett, Trustee, SDUSD; Park and Recreation Board, City of San Diego; Stacey LoMedico, Director, City of San Diego Park and Recreation Dept.; Randy White, Real Estate Assets, SDUSD

APPROVED MOTION

Dana lower field (Point Loma High School Baseball)

Motion: That the Ocean Beach Recreation Council supports the transfer of the lower field at Dana School known as "David Wells Field" to the management and control of the San Diego Unified School District under the following conditions:

1. That the San Diego Unified School District obtain a Letter of Commitment from a donor and that if not, the San Diego Unified School District commit to the renovation of the field by a private donor and if not, by capital funding from the Proposition Z bond or other school district funds.
2. That the San Diego Unified School District or a donor commit to maintain the field at a higher level than the Park and Recreation Department for competitive baseball play at the high school level.
3. That existing adult baseball sports groups be allowed continued use of the Dana lower field at reasonable fees charged at other schools.
4. That the San Diego Unified School District keep a gate open for use of the Point Loma High School track and football for general recreation when not in use by school sports during non school hours, on weekends and Summer.
5. Park and Recreation Department pursue additional joint use agreements with other schools in the Peninsula area (in the future).

MOTION WAS APPROVED UNANIMOUSLY AS AMENDED BY OCEAN BEACH PARK AND RECREATION COUNCIL ON JUNE 11, 2013.



San Diego Unified
SCHOOL DISTRICT

Board of Education

EUGENE BRUCKER EDUCATION CENTER
4100 Normal Street, Room 2231, San Diego,
CA 92103-2682
Phone: (619) 725-5550 Fax: (619) 297-5624

Scott Barnett
Trustee

June 10, 2013

Hon. Kevin Faulconer,
Councilmember, City of San Diego,
202 C Street, MS 10A
San Diego, CA 92101

Dear Kevin,

As the school trustee representing Point Loma I am working to improve school facilities in our community.

A year ago, we were approached by a major donor interested in making significant improvements to the Point Loma High School Baseball (lower field) located at Dana Middle School, if the field was transferred to the San Diego Unified School District. As we know, the existing field is in need of renovation and is in poor condition, particularly the outfield containing many holes where players have suffered injury.

As part of the process to transfer control to the San Diego Unified School District questions have arose as to the level of commitment to the rehabilitation of the Point Loma High baseball field at Dana. Because those negotiations are ongoing, I wanted to provide a level of assurance to the City of San Diego and the community.

As your school board representative I can assure you that the San Diego Unified School District is committed to the rehabilitation of the Dana field including leveling, new sod and installation of a synthetic area inside of the baseline. The specific details of these improvements are in negotiations with our donor and the Point Loma Baseball Boosters. Regardless of the outcome of those negotiations, these facility improvements at Dana and others will be made and are contained within the ballot language of the voter approved Proposition Z, passed by 60% of the voters in November 2012.

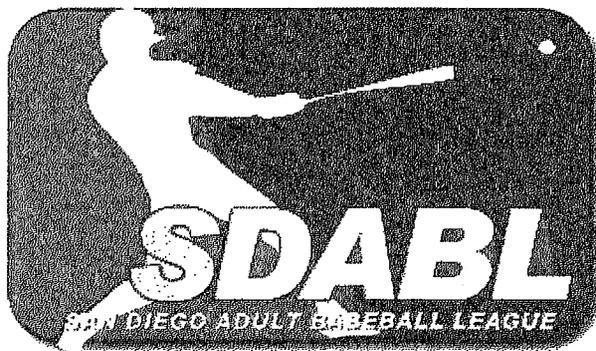
Additionally, under the control of the San Diego Unified School District the level of maintenance will significantly improve because we are required under law to provide a higher standard of safety for our students and athletes.

Finally, following these improvements, the field will continue to be available for public use and adult baseball leagues under the permitting process of the San Diego Unified School District under reasonable conditions required by California State Law. We are all looking forward to a great facility for our team and a wonderful community recreational asset for the Peninsula community. Thanks for your continued support.

Sincerely,

Scott Barnett, Trustee
Board of Education
San Diego Unified School District

Cc: Mayor Bob Filner
San Diego Park and Recreation Board



From: San Diego Adult Baseball League

To: Ocean Beach Recreation Council

Date: June 7th, 2013

Regarding: Motion requesting transfer of Dana Middle School "lower" field control from San Diego Department of Recreation to San Diego Unified School District

San Diego Adult Baseball League would lend our support to the above mentioned motion on the following conditions:

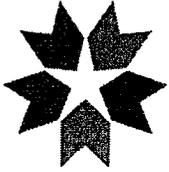
The current situation that allows us to use the facility upon undergoing the standard permitting process continues;

We are allowed to continue the current situation upon payment of reasonable fees to the San Diego Unified School District, which are on par with fees charged for use of similar facilities around the city.

Thank you for your consideration:

A handwritten signature in black ink, appearing to read 'Mike Micheli', written over a horizontal line.

Mike Micheli
President, SDABL



San Diego Unified
SCHOOL DISTRICT

POINT LOMA HIGH SCHOOL
619.223-3121
F- 619.225-1298
www.pointlomahigh.com

June 10, 2013

The City of San Diego,
202 C Street
San Diego, CA 92101

To Whom It May Concern,

Point Loma High School operates under San Diego Unified School District (SDUSD) guidelines set forth by the SDUSD Board of Education. Per the California Education Code "Civic Center Act" use of the Point Loma High School's track and field is available for public use and must be subordinate to, and not interfere with, the instructional program or other public school purposes. Thus, after the completion of the regular school day and extra curricular school related activities the school's facilities are available on a free, direct cost recovery, fair rental value or commercial basis. Point Loma High School allows for a gate (due to recent construction moved from Voltaire entrance) located between the big gym and the 1000 building to remain open to allow for public access to the track.

Sincerely,

Barbara Samilson
Principal
Point Loma High School – San Diego Unified School District

City of San Diego
Park and Recreation Board
May 16, 2013

Minutes

“WE ENRICH LIVES THROUGH QUALITY PARKS AND PROGRAMS”

Meeting Location:

City Administration Building
Committee Room, 12th Floor
202 C Street
San Diego, California 92101

Mailing Address:

City of San Diego
202 C Street, MS 37C
San Diego, California 92101

Members Present

William Diehl, Chair
Bruce Brown
Robert Chávez
Amy Denhart
Claudia Dunaway
Vicki Granowitz
Bobby Hughes
David Kinney
Kathryn Warburton

Members Absent

Rick Bussell
Michael Stepner

City Staff Present

Stacey LoMedico
Bonnie Pearson
Mike Rodrigues
Jim Winter

CALL TO ORDER – Chair William (Bill) Diehl, called the meeting to order at 2:04 p.m.

APPROVAL OF MINUTES OF APRIL 18, 2013

MOTION: MOVED/SECONDED Mr. Brown/Mr. Kinney

A motion was made by Mr. Brown and seconded by Mr. Kinney to approve the April 18, 2013 meeting minutes. The motion was unanimously approved (9-0-2).

ADOPTION OF AGENDA

Consent At this time the Board may consider adoption of one or more items on the adoption agenda as “Consent” items.

A motion was made by Mr. Brown and seconded by Ms. Warburton to move Action Item 102. Naming of Mira Mesa Little League Junior Division Field in Honor of Les Fletcher to the Consent Agenda.

MOTION: MOVED/SECONDED Mr. Brown/Ms. Warburton

Consent Agenda unanimously approved. (9-0-2)

REQUEST FOR CONTINUANCE - None

COMMITTEE REPORTS

Community Parks I Area Committee – No Meeting

Community Parks II Area Committee – No Meeting

Balboa Park Committee

- Mr. Kinney reported the committee received an update from CalTrans regarding the Cabrillo Bridge retrofit project. Due to extensive work the bridge will be closed to vehicular traffic from January through April 201. The committee strongly recommended that while there will be work on the deck, that some of the sidewalk that had been replaced be repaired as it does not match the rest of the sidewalk.

Design Review Committee – No Meeting

Mission Trails Regional Park Citizens' Advisory Committee

- Ms. Warburton reported there was a great amount of discussion regarding Cowles Mountain having been closed since March 25. She added the Ranger and others thanked the Urban Corps and volunteers who took the lead on the repairs.
- Ms. Warburton added that Mission Trails Regional Park Task Force took a position against the Quail Brush Plant.
- Ms. Warburton said students from the New School of Architecture have agreed to provide design services on a volunteer basis for a shade structure for the equestrian staging area.
- Ms. Warburton provided flyers for Explore Mission Trails Day on May 18.

COMMUNICATIONS

(Limited to items not on the agenda. Each one will be limited to three minutes and is not debatable.)

CHAIRPERSON'S REPORT

- Chair Diehl stated he attended the Balboa Conservancy Workshop. The Conservancy is looking for direction as to what the Conservancy's role should be as they move forward.

DIRECTOR'S REPORT

- Ms. LoMedico followed up with the Board's request from last month for Development Services (DSD) to come back for discussion on park equivalencies. DSD staff will come to the Board in June or July from the OB Community Plan discussion and at that time, equivalencies will be a part of the workshop.
- Monday, May 20 San Diego River Park Master Plan will be the Council Docket at 2:00 pm.
- Ms. LoMedico provided members with the OVRP Day Flyer scheduled for June . She encouraged members to attend.
- Additionally, Ms. LoMedico added that the budget hearings are continuing, with a night meeting on June 22. That meeting will be held in the City Administration Building at 6:00 pm.
- The first CiclosSDias, which is our bicycle initiative and will close the Balboa Park Marston Sunday, May 19. Mayor Filner will kick-off the event. This in an international movement and the first for San Diego. Roads will be closed to vehicular traffic and is opened for bicycles and other activities. Balboa Park Committee is very supportive of this initiative.

- Ms. LoMedico also provided a Press Release from Mayor Filner that was issued last Friday regarding Balboa Park being named one of the top urban oasis in the country. Kudos to Balboa Park staff!
- Ms. LoMedico also commented on the newspaper article regarding the Children's Pool and the issuance of the rope. The Coastal Commission issued a permit on Tuesday and the rope will be up year-round.
- The Mayor's temporary parking management plan, there is no update at this time, but Ms. LoMedico stated she will continue to update the members as she receives information.

ACTION ITEMS

101. Dana Middle School Joint Use Agreement

Presenter: Jim Winter, Project Officer, Asset Management Division, Park and Recreation Department. Co-presenter Randy White, Interim Director, Real Estate Department and Debra Beaver, Real Estate Specialist, San Diego Unified School District

Mr. Winter, Ms. White and Ms. Beaver presented to members for consideration a request by San Diego Unified School District to amend the Joint Use Agreement to remove the baseball field from the joint use area at Dana Middle School, located in the Peninsula community.

Mr. Winter presented a detailed report as well as a PowerPoint presentation which outlined the background, discussion and alternatives regarding this request to amend the Joint Use Agreement. Mr. Winter also commented that a memo was sent to Director LoMedico from Robin Shifflet, Park Planner, Development Services Department recommending the City not support SDUSD proposal to remove the baseball field from the joint use area and, the Park and Recreation Department supports the recommendation. However, the Park and Recreation Department also realizes this is a community issue and outreached to the Ocean Beach Recreation Council and the Peninsula Planning Group. Also, a memo was sent to the Community Parks Area I Committee informing them of this issue and today's meeting.

Mr. Winter's question to the members: Does the Park and Recreation Board support SDUSD's proposal to amend the Joint Use Agreement, which will remove the baseball field from the Dana Middle School Joint Use area? The Board's recommendation will be carried forward to the full Council for their consideration.

Details of the report may be obtained on the Park and Recreation Department's website at: <http://www.sandiego.gov/parkandrecboard/>

Public Comment/Speakers: (4) Speakers support amending the Joint Use Agreement; (2) Speakers opposed amending the Joint Use Agreement recommendation.

Former Councilmember Byron Wear spoke/commented in favor of the recommendation. Councilmember Faulconer recommended supporting the recommendation, via a letter read by Council Representative John Ly.

Comments/Questions from members:

- Ms. Denhart inquired if the funding from Mr. David Wells is not there etc., will the SDUSD foot the bill for maintaining the field? Ms. White stated SDUSD would maintain the field, but would not commit to maintaining it at specific level.
- Mr. Brown inquired as to what other groups other than baseball have used the facility? Ms. LoMedico stated because it's within the Joint Use, the City permits the field during non-school hours. This field is permitted through the Ocean Beach Recreation Center. The field portion in question if it were taken out of the inventory, SDUSD would permit. The balance on the site remaining in the Joint Use, the City would continue to permit.
- Mr. Brown also inquired if there is any thought of a compromise at SDUSD? Ms. White stated this is the first she has heard of a compromise, but it is something SDUSD can look into. Mr. Brown asked what would be different if the Board approved the amendment. Mr. Winter replied if amended, the baseball field would then come out of the Joint Use Agreement and the City would no longer be the entity permitting the use of that field. It would all go back to SDUSD.
- Ms. Granowitz inquired if the field gets used for anything other than baseball? What is the percentage of time it's used by the public? Mr. Jim Nickel (member of public) commented that he and some members of the community do utilize the field. Mr. Winter added the City will permit that field for groups who want to use it but, when not permitted it's open to the public. Ms. LoMedico added it is typically permitted by adult groups for seasonal sports and on weekends. Ms. Granowitz asked if SDUSD would be willing to assure that off hours can be permitted for baseball use by the various leagues? Ms. White stated that Ms. Beaver of SDUSD permits the current baseball group that utilizes the fields at several of the schools. There is a procedure which states that recreation facilities at all schools should be open to the community. With respect to the Dana field, Ms. White added that one of the board members has asked SDUSD to convene an ad hoc committee to look at how and when it's opened and how permitted. Ms. Granowitz stated she would request tabling this until the Board can obtain answers and have clear statements regarding the use of fields, an agreement by the school etc. In addition, Ms. Granowitz requests information about the donor's commitment to the maintenance of the field.
- Mr. Chavéz inquired if any Board member has representation for the Peninsula Planning Group as to their discussion/decision on this recommendation. Mr. Winter stated he attended that meeting and the discussion was what would be the advantage/disadvantages of amending the Joint Use Agreement. That group was given the same presentation and based on that, the planning group felt it wouldn't really be a difference in the public's use of that field, other than being able to use an upgraded facility. Additionally, Mr. Chavez asked since the cost to use the field would be higher per SDUSD, what would be the cost for the public to use the field? Ms. Beaver stated rates are approved by the Board of Education each year and rates for baseball fields is approximately \$40/hr. League rates are substantially lower and matches the City rate. The difference is the control for the approval of the rental falls to the school principal. The fee would include opening the field and staff support.
- Ms. Dunaway commented that one of the speakers stated there is difficulty raising funds to maintain and improve the field when it's a Joint Use but not when it should go to SDUSD, why is that? Ms. LoMedico commented the City maintains it and we must utilize our maintenance standards. There may be community groups who want to provide a landscape maintenance company to supplement, we must conduct a meet and

confer process because we currently have City employees who perform the service. It is a complex situation.

- Ms. Denhart asked as to the timeline of Sunset View, Silvergate, and Barnard are potentially going to be future Joint Use facilities? Ms. LoMedico commented that Barnard is on a surplus list to be sold and the other two are not in the process for joint use.
- Chair Diehl commented the Recreation Councils receive a percentage of the fees when they rent out the fields to the leagues and it would be a loss to the Recreation Councils if the fields are permitted by SDUSD.
- Ms. Warburton asked is Mr. David Wells not going to give money this project as long as there is a Joint Use Agreement? Does the SDUSD have anything in writing from Mr. Wells? Ms. White stated there is nothing in writing from him and are working toward that direction. Ms. Warburton suggested that any amendment should be brought back to the Board and be in the Joint Use Agreement; something in writing that both parties agree to that is open to the public to the maximum extent possible. To assure that the leagues and children can play after school and evenings. Ms. LoMedico stated the City would not be moving forward with SDUSD to demand that, because that is what a joint use does.
- Ms. Dunaway asked how many high school baseball fields in SDUSD are Joint Use? Ms. White stated there are no baseball fields that are Joint Use, but have two other high schools in the District that have Joint Use, but do not include baseball field. Ms. LoMedico commented on the Master Agreement between the City and SDUSD. Ms. Dunaway asked how does this field compare to other high schools in its current state? Mr. Joe Radovich (member of the public) explained the tedious process of maintaining baseball fields.
- Mr. Kinney is opposed to giving up any park land or equivalent park land. The idea of finding some kind of a trade or something else under joint use so we could keep that equivalency going, would have his support.

MOTION: MOVED/SECONDED Mr. Brown/Ms. Warburton

A motion was made by Mr. Kinney and seconded by Ms. Warburton to do the following:

- Table the action and have SDUSD and City look at a possible compromise, which could include a swap or additional Joint Use elsewhere,
- In addition, look at SDUSD fee schedule
- Get more information about the Ad Hoc as mentioned by SDUSD,
- Return to the Recreation Council and provide additional information,
- Request a formal proposal from Mr. David Wells.

The motion was unanimously approved (9-0-2).

102. Naming of Mira Mesa Little League Junior Division Field in Honor of Les Fletcher
Presenter: Mike Rodrigues, District Manager, Community Parks I Division, Park and Recreation Department

Action Item 102 was moved to the consent agenda and approved unanimously.

INFORMATION ITEMS - None

WORKSHOP - None

ADJOURNMENT – The meeting was adjourned at 3:12 p.m.

Next Meeting: **Thursday, June 20, 2:00 p.m.**

**City Administration Building
Committee Room, 12th Floor
202 C Street, San Diego, CA 92101**

Submitted by,

Stacey LoMedico
Park and Recreation Director

City of San Diego
Park and Recreation Board
July 18, 2013

DRAFT

Minutes

“WE ENRICH LIVES THROUGH QUALITY PARKS AND PROGRAMS”

Meeting Location:

City Administration Building
Committee Room, 12th Floor
202 C Street
San Diego, California 92101

Mailing Address:

City of San Diego
202 C Street, MS 37C
San Diego, California 92101

Members Present

Rick Bussell
Bruce Brown
Robert Chávez
Claudia Dunaway
Vicki Granowitz (Acting
Chair)
David Kinney
Kathryn Warburton

Members Absent

William Diehl, Chair
Amy Denhart
Bobby Hughes
Michael Stepner

City Staff Present

Portia Gregory-Burnett
Stacey LoMedico
Clark Ritter
Shannon Thomas
Jim Winter

CALL TO ORDER – At 2:03 p.m. in the absence of Chair Diehl and Vice-Chair Stepner, Deputy City Attorney Shannon Thomas provided background on Robert’s Rules of Order #47 which states, *“either the secretary or another member shall call the meeting to order and then the assembly or the board shall vote for a temporary chair for that meeting”*. Ms. Granowitz has offered to fill the temporary role of calling the meeting to order. The Board then proceeded to vote for a chair for “this meeting” only.

MOTION: MOVED/SECONDED Mr. Kinney/Ms. Warburton

A motion was made by Mr. Kinney for Ms. Vicki Granowitz to serve as Acting Chair for this meeting. The motion was seconded by Ms. Warburton. The motion was unanimously approved (7-0-4).

APPROVAL OF MINUTES OF June 20, 2013

MOTION: MOVED/SECONDED Mr. Bussell /Ms. Warburton

A motion was made by Mr. Bussell and seconded by Ms. Warburton to approve the amended June 20, 2013 meeting minutes as referenced below. The motion was unanimously approved (5-2-4) with two abstentions.

Ms. Granowitz requested a correction to the minutes, page 6 of the comments/questions from members: *“Ms. LoMedico commented that if the mold attached to the roof”*.

Ms. LoMedico clarified the comment was referencing moving forward with the Municipal Gym construction. Her recommended change was: *“Ms. LoMedico gave an update to the Municipal Gym roof project and Board member Granowitz inquired if the mold damage will be addressed”*.

ADOPTION OF AGENDA

Consent At this time the Board may consider adoption of one or more items on the adoption agenda as “Consent” items.

MOTION: MOVED/SECONDED Ms. Dunaway/Mr. Brown

A motion was made by Ms. Dunaway to move Action Item 101 Phyllis Place Park General Development Plan and Action Item 102 Quarry Falls/Civita Neighborhood Parks General Development Plans to the Consent Agenda.

A motion was made by Mr. Bussell to approve the Consent Agenda and seconded by Ms. Dunaway. The motion was unanimously approved. (7-0-4).

REQUEST FOR CONTINUANCE - None

COMMITTEE REPORTS

Community Parks I Area Committee

- Mr. Bussell reported the Community Parks I Area Committee heard the presentation of the two items moved to the Consent Agenda today. Both items were approved by Community Parks I.

Community Parks II Area Committee – No Meeting

Balboa Park Committee

- Mr. Kinney reported the latest recognition being given to Balboa Park can be found on a website called “Virtual Tourist”. The site has a competition to name the eighth wonder of the world. Mr. Kinney encouraged members to vote at: www.virtualtourist.com. Additionally Mr. Kinney provided an update on the Plaza de Panama Project stating it is working well and is still not quite complete. Tables, chairs, umbrellas and trees have been ordered and are not in place as yet. The new Tram is not in place. The valet is in a temporary location which seems to be working well. Mr. Kinney again complimented Mr. Bruce Martinez and staff of Developed Regional Parks on the smooth transition and in accommodating all stakeholders on this project in such a short time. Kudos to Park and Recreation Staff for the great job.

Design Review Committee – No Report

Mission Trails Regional Park Citizens’ Advisory Committee - July Meeting Cancelled

COMMUNICATIONS

(Limited to items not on the agenda. Each one will be limited to three minutes and is not debatable.)

CHAIRPERSON’S REPORT - Acting Chair Granowitz - No Report

DIRECTOR'S REPORT

- Ms. LoMedico reported that tables, chairs and umbrellas will be placed in the Plaza on July 29, 2013. The trees and tree planters will take more time. All pieces are temporary and can be moved at any time.
- Ms. LoMedico commented on the Citizen's Guide to CIP she provided to members. She added the document is extremely helpful. She commended the Public Works Department for working with the Independent Budget Analyst to prepare the document.
- On July 17, 2013 the Park and Recreation Department released a memorandum of the final budget adopted by City Council. Ms. LoMedico highlighted page two of the memorandum; the restoration of overnight camping at Mission Trails Campground and funding the Visitor's Center were considered by City Council, but were adopted as pending the vote of SDCERS Board; which failed.
- Ms. Granowitz added regarding CIP, that Community Planning Groups (CPG) are taking the lead to prepare CIP lists and recommendations. She suggested if any board member is involved with recreation councils or other groups, connect with their respective CPG.

ACTION ITEMS

101. Phyllis Place Park General Development Plan

Presenters: Clark Ritter, Park Designer, Public Works Department; co-presenter Glen Schmidt, Schmidt Design Group

102. Quarry Falls/Civita Neighborhood Parks General Development Plans

Presenters: Clark Ritter, Park Designer, Public Works Department; co-presenter Glen Schmidt, Schmidt Design Group

Action Items 101 and 102 were moved to the consent agenda and approved unanimously.

103. Dana Middle School Joint Use Agreement Amendment

Presenters: Jim Winter, Project Officer, Asset Management Division, Park and Recreation Department; co-presenter, Randy White, Interim Director of Real Estate and Debra Beaver, Real Estate Specialist, San Diego Unified School District (SDUSD).

Mr. Winter, Ms. White, and Ms. Beaver presented for the Board's consideration, a request by SDUSD to amend the joint use agreement to remove the baseball field from the joint use area at Dana Middle School. This proposal was presented to the Board at the May 16, 2013 meeting. At that time, the Board moved to table the item until additional information could be provided by SDUSD. Mr. Winter re-explained in his report and also provided a PowerPoint presentation on the details of the joint use area at Dana Middle School.

The background and discussion portion of today's report provides details which led to bringing the amendment back for consideration by the Board. Ms. White and Ms. Beaver's comments/responses to the five tabled items were:

Ms. Beaver stated that SDUSD found five potential joint use sites in Pt. Loma that could be considered: Correia Middle School (not irrigated and not a turf field), Dewey Elementary, Loma Portal, Silvergate Elementary and Sunset View Elementary

Regarding an Ad Hoc Committee: the purpose will be to review the State Education Code and the District's current policies and procedures for opening the fields to the public.

Fee Schedule: Approved by SDUSD's Board annually.

Written Proposal from David Wells: SDUSD will work with Mr. Wells to receive a formal proposal. Copies of letters were received from the President of the San Diego Adult Baseball League to Ocean Beach Recreation Council, SDUSD Board member letter to Councilmember Faulconer and from Point Loma High School Boosters.

Public Comment: Opposition (2) – Three Speakers: former Councilmember Byron Wear, Mr. Van Arsdale and Mr. Radovich

- Mr. Wear stated there is unanimous support from the community and the OB Recreation Council of conditions to allow the transfer of the facility. The community and Recreation Council want to continue to work on additional joint use facilities for Point Loma Peninsula area. Mr. Radovich commented about concerns of vandalism because the field is wide open. Mr. Wear requested Board members take action to move this forward to City Council. The community would like Council to make a decision in Sept. 2013 so there is time to renovate the field in preparation for baseball season through Spring, 2014.

Comments/questions from members:

- Mr. Bussell stated he wanted to ensure the community was agreeing to the conditions in the letter of support. Community members stated yes.
- Ms. Dunaway inquired about the letter of support from SDUSD Trustee Barnett. Did his letter go to the Board, did the Board approve his letter and was the letter from him and not the from the Board. Ms. White stated Mr. Barnett was speaking on his own behalf. Also, should the school principal change, could the new principal change the policy? Ms. White added staff will be working with the new principal to obtain the same opening of the field. The Ad Hoc Committee will be looking at these processes.
- Ms. Dunaway inquired if the potential sites are "possible" sites, not intended to for swapping on any of these potential sites. Ms. White added that these are simply other schools in the area that SDUSD would work with Park and Recreation Asset Management to ensure they meet criteria for both sides.
- Ms. Dunaway inquired if we have an actual commitment letter from Mr. David Wells? Ms. White stated that at this time, there is nothing in writing from Mr. Wells.
- Mr. Kinney restated that he supports the project in concept only. He was disappointed that it's only a progress report, as the Board had assigned tasks to be done.
- Ms. LoMedico asked Board members to direct their attention to Page 2 of the report. Having this item move forward for next year's baseball season is not viable because of other priorities of SDUSD and Park and Recreation Department. Staff has begun discussing the possible viable opportunities to explore. Ms. LoMedico stated she felt the SDUSD staff did provide the information regarding the tabled items.
- Mr. Chávez asked for clarification as to what the difference would be for an organization requesting to lease for a picnic and/or tournament for baseball. What would the SDUSD fees be versus City of San Diego fees. Ms. White stated it would be different if it was an organized event. Ms. Beaver stated SDUSD fees for non-profit not charging is \$34/hr. If

additional staff is needed, it would be \$35/hr. Unusual use of facilities i.e., San Diego Adult Baseball League has a yearlong rental. They pay whether using or not, which is \$60/day. There is no charge to use District facilities for families to picnic, walk around the park. Mr. Chávez asked Mr. Winter what was the sunset of the joint use agreement? Mr. Winter responded it is 2019.

- Mr. Bussell's concern is loss of accessible areas. He asked if Mr. Wells does not come through, would we then still have a joint use agreement? Ms. White stated Mr. Wells attorney has not been available for several weeks. Now that the attorney has returned, SDUSD will pursue getting something in writing. Additionally, there is a high school that needs this field.
- Mr. Bussell asked to briefly explain what the impact will be to the community. Mr. Winter stated the joint use area will not be totally eliminated under the City's agreement. There will still be approximately 2 acres of joint use at Dana Middle School. The public has access to the field 30 minutes before school and 30 minutes after school. It can be rented out by leagues, who would have exclusive use during the rental period. Once it is turned over to the District, it will then be in the District's control on access.
- Ms. Dunaway stated the objection is that we are losing park land. Yet we would get reasonable use with other schools that would replace that park land. Additionally, Ms. Dunaway asked if there could be a timeline on the donation?
- Ms. LoMedico provided what would be next steps – Go to Council Committee (Committee) or receive approval to go straight to Council. We are targeting to go to Council in September. Because this is an agreement with SDUSD, it requires an Ordinance change. Ms. LoMedico added she hopes the report presented will guide members to the additional questions they may have.
- Ms. LoMedico and Ms. White stated the City and SDUSD is committed to evaluating each joint use separately and independently and bring them forward.

MOTION: MOVED/SECONDED Mr. Kinney/Ms. Dunaway

A motion was made by Mr. Kinney to approve the amendment to remove the field from the Joint Use Agreement and include the Park and Recreation Board's concerns regarding the importance of replacing the loss of park lands. The motion was unanimously approved (7-0-4).

INFORMATION ITEMS - None

ADJOURNMENT – The meeting was adjourned at 3:10 p.m.

Next Meeting: **September 19, 2:00 p.m.**

**City Administration Building
Committee Room, 12th Floor
202 C Street, San Diego, CA 92101**

Submitted by,

Stacey LoMedico
Park and Recreation Director

COPY

AMENDMENT TO THE AGREEMENTS BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO UNIFIED SCHOOL DISTRICT FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND LEASE OF JOINT USE AREAS IN THE CITY OF SAN DIEGO

THIS AMENDMENT TO AGREEMENT ["Amendment"] is entered into this _____ day of SEP 19 2006, 2006 between the CITY OF SAN DIEGO, a municipal corporation ["CITY"], and the SAN DIEGO UNIFIED SCHOOL DISTRICT, a public school district of the State of California ["DISTRICT"], [collectively "Parties"] based on the following facts:

A. RECITALS

1. The CITY and the DISTRICT have been cooperating in the construction, operation and maintenance of various recreational facilities since 1948; and
2. The Parties have entered into Joint Use Agreements ["JUA"] which set forth the rights and responsibilities of the Parties for each location; and
3. The Parties intend to amend thirty-eight of the previously approved Joint Use Agreements which are listed below in section B. 2; and
4. These JUAs have a typical term of twenty-five (25) years; and
5. The Parties intend that this Amendment will apply to new construction and improvements at the Joint Use Area locations listed below in section B.2 from the date of signing this Amendment forward, and will not have retroactive effect.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties agree as follows:

B. AGREEMENT

1. This Amendment is effective upon the approval of each Party's respective governing body.
2. This Amendment shall amend all of the JUAs between the CITY and the DISTRICT for the following locations:

School Site	Term of JUA
Bayview Terrace ES	10-16-2000 to 10-15-2025
Challenger MS	06-09-1997 to 06-08-2022
Chavez ES	06-24-1996 to 06-23-2021

DOCUMENT NO. 00-19532-2

FILED SEP 12 2006

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Cherokee Point ES	01-26-2004 to 01-25-2029
Clark MS	09-16-1997 to 09-15-2022
Crown Point ES	01-11-2005 to 01-10-2030
Dana MS	? 02-01-1999 to 01-31-2024
Dingeman ES	08-09-1993 to 08-08-2018
Doyle ES	01-11-2005 to 01-10-2030
Farb MS	01-06-1992 to 01-05-2017
Franklin ES	01-04-1982 to 01-03-2007
Garfield ES	02-27-2001 to 02-26-2024
Hage ES	03-15-1993 to 03-14-2018
Hearst ES	10-30-2000 to 10-29-2025
Jerabek ES	01-11-2005 to 01-10-2030
Keiller MS	09-12-1988 to 09-11-2013
Kimbrough ES	06-24-1996 to 06-23-2021
Kumeyaay ES	04-21-2003 to 04-20-2028
La Jolla ES	04-25-1983 to 04-24-2008
Lewis MS	01-11-2005 to 01-10-2030
Mann MS	01-11-2005 to 01-10-2030
Thurgood Marshall MS	10-07-1996 to 10-06-2021
Marston MS	01-11-2005 to 01-10-2030
Mission Bay HS	10-07-1991 to 10-06-2016
North Park ES	06-09-1997 to 06-08-2022
Ocean Beach ES	06-09-1997 to 06-08-2002
Pacific Beach ES	02-09-2004 to 02-08-2029
Parks ES	06-09-1997 to 06-08-2022
Pershing MS	01-13-2004 to 01-12-2014
Ellen Browning Scripps ES	09-10-2001 to 09-09-2007
Scripps Ranch HS	06-12-1995 to 06-11-2020
Sherman ES	07-12-1993 to 07-11-2018
Spreckels ES	10-31-1975 to 10-30-2074
Standley MS	10-31-1975 to 10-30-2074
Torrey Pines ES	06-12-2001 to 06-11-2024
Washington ES	10-23-1993 to 10-22-2018
Wilson MS	05-30-1989 to 05-29-2014
Zamorano/Bay Terraces #6 ES	04-01-2003 to 03-31-2028

3. This Amendment is effective until the termination date of each JUA.
4. Each JUA shall be amended to contain the following provisions:

- a. **Programs, Services, and Activities.**

No qualified individual with a disability, as defined by federal and state law, shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of CITY or DISTRICT which are offered or occur in the Joint Use Area, or be

subjected to discrimination by CITY or DISTRICT in the use of the Joint Use Area.

b. Approval for Improvements to or Affecting the Joint Use Area.

Improvements shall not be installed by either the CITY or the DISTRICT where the Joint Use Area is affected, nor shall construction of improvements that affect the Joint Use area begin, until plans and specifications for the improvements are reviewed and approved by both Parties.

c. Improvements.

No construction or alteration shall occur that reduces or negatively affects disabled access to the Joint Use area improvements, including any negative impact to paths of travel or accessible routes. Parties shall consult before new construction or alteration moves forward.

d. Disabled Accessibility.

1. When an improvement is done by the CITY or the DISTRICT, the party performing the improvement shall, when including the parking lot as part of the joint use facility, construct or cause to be constructed an accessible path of travel from the parking lot to the Joint Use Facilities, and an accessible route from the adjacent public right-of-way to the improvement(s).

2. When an improvement is done by either the CITY or the DISTRICT, the party performing the improvement shall construct or cause to be constructed within the Joint Use Area, the Joint Use Facilities, and all paths of travel to the Joint Use Facilities within the Joint Use Area and all accessible routes from the adjacent public right-of-way consistent with the requirements of state and federal law for disabled access, including the California Government Code section 4450, et. seq., the California Building Code in the California Code of Regulations at Title 24, the Americans with Disabilities Act, and the Americans with Disabilities Act Accessibility Guidelines. When a conflict exists amongst requirements, the most restrictive requirement shall be followed, i.e., that which provides for the greater access. Said accessible routes shall be available during and after school hours.

e. Indemnity.

DISTRICT agrees to defend, indemnify, protect and hold CITY, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or

property, including injury to DISTRICT's employees, invitees, guests, agents, or officers, caused by the independent acts of DISTRICT, its agents or employees in connection with the performance of this Agreement and/or the use of the Joint Use Area or the School. CITY agrees to defend, indemnify, protect and hold DISTRICT, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CITY's employees, invitees, guests, agents, or officers, caused by the independent acts of CITY, its agents or employees in connection with the performance of this Agreement and/or the use of the Joint Use Area or the School.

IN WITNESS WHEREOF, this Amendment is executed by the City of San Diego, acting through its City Manager pursuant to Ordinance No. 0-19532, authorizing such execution, and by the San Diego Unified School District of San Diego County, California, acting by and through its Superintendent pursuant to a Resolution of its Board of Education.

THE CITY OF SAN DIEGO,
a Municipal Corporation
By: Rick Reynolds
RICK REYNOLDS
Title: ASSISTANT CHIEF OPERATING OFFICER
Date: ~~SEP 19 2006~~
10/18/06

SAN DIEGO UNIFIED SCHOOL DISTRICT,
a political subdivision in the State of California
By: R.F. Kiesling
R.F. Kiesling
Title: Chief Facilities Officer
Date: 1/20/06

Approved as to form and legality:

Michael J. Aguirre, CITY ATTORNEY
By: Shanna Thomas
Deputy City Attorney
Date: 10/17/06

LEGALITY AND FORM APPROVED
Sandra T.M. Chong 2/10/06
SANDRA T.M. CHONG, Assistant General Counsel
San Diego Unified School District

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 1/10/06
Cheryl Ward
Cheryl Ward, Board Action Officer,
Board of Education

ORDINANCE NUMBER O- 19532 (NEW SERIES)

extra

ADOPTED ON SEP 19 2006

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE AGREEMENTS BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO UNIFIED SCHOOL DISTRICT FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND LEASE OF VARIOUS JOINT USE AREAS IN THE CITY OF SAN DIEGO.

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the City Manager is authorized to execute, for and on behalf of the City of San Diego, an amendment to the agreements with the San Diego Unified School District for the construction, operation, maintenance and lease of Joint Use Areas [JUA] for the following locations: Bayview Terrace Elementary School, Challenger Middle School, Chavez Elementary School, Cherokee Point Elementary School, Clark Middle School, Crown Point Elementary School, Dana Elementary School, Dingeman Elementary School, Doyle Elementary School, Farb Middle School, Franklin Elementary School, Garfield Elementary School, Hage Elementary School, Hearst Elementary School, Jerabek Elementary School, Keiller Middle School, Kimbrough Elementary School, Kumeyaay Elementary School, La Jolla Elementary School, Lewis Middle School, Mann Middle School, Thurgood Marshall Middle School, Marston Middle School, Mission Bay High School, North Park Elementary School, Ocean Beach Elementary School, Pacific Beach Elementary School, Parks Elementary School, Pershing Middle School, Ellen Browning Scripps Elementary School, Scripps Ranch High School, Sherman Elementary School, Spreckels Elementary School, Standley Middle School, Torrey Pines Elementary School, Washington Elementary School, Wilson Middle School, and Zamorano/Bay Terraces Elementary School, as those agreements are further identified by the list on file in the office of the City Clerk as Document No. OO- 19532 - 1, under the terms and conditions set forth

in that amendment to the agreements on file in the office of the City Clerk as Document No.

OO- 19532 - 2

Section 2. Stating for the record that this activity is exempt from CEQA Guidelines section 15060(c)(3).

Section 3. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 4. That this ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

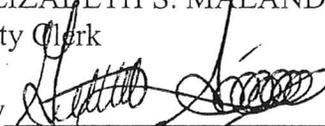
By Shannon M. Thomas
Shannon M. Thomas
Deputy City Attorney

SMT:als
06/29/06
07/05/06 COR.COPY
Or.Dept: Park & Rec.
O-2006-74
MMS#2809

O-19532

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at its meeting of SEP 12 2006.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 9.19.06
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

0-19532

Passed and adopted by the Council of The City of San Diego on September 12, 2006 by the following vote:

YEAS: PETERS, FAULCONER, ATKINS, YOUNG, MAIENSCHIN, FRYE,
MADAFFER, HUESO.

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

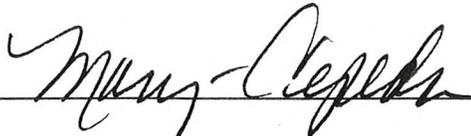
DICK MURPHY

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By:  Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O- 19532 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on August 8, 2006 and on September 19, 2006.

I FURTHER CERTIFY that said ordinance was read in full prior to its final passage, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By:  Deputy

School Site	Approving Ordinance/Resolution
Bayview Terrace ES	O-18869
Challenger MS	O-18410
Chavez ES	O-18318
Cherokee Point ES	O-19257
Clark MS	O-18434
Crown Point ES	O-19349
Dana MS	O-18623
Dingeman ES	O-17954
Doyle ES	O-19350
Farb MS	O-17730
Franklin ES	O-15646
Garfield ES	O-18926
Hage ES	O-17899
Hearst ES	O-18874
Jerabek ES	O-19348
Keiller MS	R-271852
Kimbrough ES	O-18317
Kumeyaay ES	O-19168
La Jolla ES	O-15955
Lewis MS	O-19347
Mann MS	O-19351
Thurgood Marshall MS	O-18351
Marston MS	O-19352
Mission Bay HS	O-17700
North Park ES	O-18412
Ocean Beach ES	O-18411
Pacific Beach ES	O-19259
Parks ES	O-18413
Pershing MS	O-18993
Ellen Browning Scripps ES	O-18980
Scripps Ranch HS	R-285944
Sherman ES	O-17939
Spreckels ES/Standley MS	R-214557
Torrey Pines ES	O-18954
Washington ES	O-18001
Wilson MS	R-273611
Zamorano/Bay Terraces #6 ES	O-19164

