

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Park and Recreation	DATE: 10/8/2014
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SUBJECT: Authorization to Terminate Lease of Turfed Field and Recreation Facilities at Washington Elementary School Site

PRIMARY CONTACT (NAME, PHONE): Kathy Ruiz, 619-235-1130, MS32	SECONDARY CONTACT (NAME, PHONE): Shelly Stowell, 619-235-1151, MS32
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00



FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): NA

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Park and Recreation	Liaison Office	ORIG DEPT.	Field, Andrew
Environmental Analysis		CFO	
Equal Opportunity Contracting		DEPUTY CHIEF	
Financial Management		COO	
Comptroller		CITY ATTORNEY	Mendoza, Hilda
		COUNCIL PRESIDENTS OFFICE	

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

Authorization to Terminate Lease of Turfed Field and Recreation Facilities at Washington Elementary School Site

STAFF RECOMMENDATIONS:
Approve Requested Actions.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S):	3
COMMUNITY AREA(S):	Downtown
ENVIRONMENTAL IMPACT:	This activity is not a project as defined by the California Environmental Quality Act Section 21065 and State CEQA Guidelines Section 15378(b)(5), as it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment. The determination that this activity is not subject to CEQA, pursuant to Section 15060(c)(3), is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required.
CITY CLERK INSTRUCTIONS:	

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

DATE: 10/8/2014

ORIGINATING DEPARTMENT: Park and Recreation

SUBJECT: Authorization to Terminate Lease of Turfed Field and Recreation Facilities at Washington Elementary School Site

COUNCIL DISTRICT(S): 3

CONTACT/PHONE NUMBER: Kathy Ruiz/619-235-1130, MS32

DESCRIPTIVE SUMMARY OF ITEM:

The San Diego Unified School District (SDUSD) has requested that the City authorize the termination of the twenty-five year lease agreement for recreational operations and maintenance of Amici Park/Washington Elementary School. This lease was approved by City Council in October 1993 and expires in June 2018. The SDUSD along with the Little Italy Association (LIA) plans to develop the joint use area to include a dog park, a restroom, and other amenities. The SDUSD and LIA propose to continue using the area as public space. However, the City's obligation to maintain and operate the area will be terminated.

STAFF RECOMMENDATION:

Approve Requested Actions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND: In the 1990's, the Redevelopment Agency of the City of San Diego (Agency) entered into agreements with the San Diego Unified School District (District) for the Agency to acquire and consolidate land to expand Washington Elementary School, which is located in the Little Italy neighborhood of the Downtown/Centre City community planning area in Downtown San Diego. After the property was fully developed, the Agency conveyed all of its title and interest to the City.

On October 25, 1993, the District and the City entered into a 25 year agreement for the construction, operation, maintenance and lease of turfied field and recreation facilities at Washington Elementary School (Lease Agreement). This agreement is due to expire in June 2018 and provides one and a half acres of turfied recreational facilities to supplement park acreage in the Little Italy neighborhood.

On March 30, 1994, the District and the City entered into a second 25 year agreement, an 'Agreement for the Joint Use and Maintenance of Property Acquired for Expansion of Washington Elementary School site' (Joint Use Agreement). This agreement expanded the facilities at Washington Elementary school by adding more turfied acreage southeast of the school site. The Joint Use Agreement stipulated that upon conveyance of the property to the District, the Joint Use Agreement would expire and the Lease Agreement would be amended to include the additional joint use area. In March 2014, the District satisfied its obligation to reimburse the City for the acquisition and development of the property. Thus, the Joint Use Agreement itself has already terminated.

The Joint Use Agreement also contained provisions which allowed the modification of the Lease Agreement, contingent upon mutual consent between the parties. However, rather than amend and extend the time frame of the Lease Agreement as was outlined by the original agreements, the District has proposed to terminate joint use activities at the Washington Elementary/Amici Park site. In 2011, the Little Italy Association (LIA) made a proposal to the District to redevelop the joint use area to include a dog park, a restroom and other amenities. In June 2011, after a public presentation of the LIA proposal to the District Board at a regular Board meeting, the Board approved actions to end joint use activities and move forward with implementation of the LIA Proposal.

On June 23, 2014, the City received a letter from the District formally requesting termination of the agreements. District staff has indicated to the City that they intend to move forward with the LIA proposal and work with the LIA to develop the property into a dog park as well as continue the use as a public space and continue with the many public activities that have traditionally taken place over the last several years. Given that the District has stated that the property will continue to function as a public space and termination of the agreements will release the City from its maintenance and operations obligations for the property, the Park and Recreation Department feels that the termination of the agreements would be beneficial to the City without disruption of the traditional use of the space.

Section 1 of the lease agreement contains language allowing the City to seek reimbursement for the unamortized cost of the City installed improvements, should the lease agreement be terminated early. However, Section 1 also states this reimbursement request would occur under the condition that "DISTRICT should propose to sell, lease or otherwise use the site in such a manner that park-type facilities developed by the City in the area hereinafter described would not be usable by CITY for park purposes..." The District has stated their intention to maintain the property in a park condition, open for City residents and other patrons, after the agreement ends. In September 2014 the LIA submitted a notice of intent to lease the property, to work with District staff to build additional community facilities at the Park. The District is not seeking removal of the existing park improvements, but rather has committed to continue to offer public access to the site and work with the LIA to build additional park amenities. The community interest seen to date in further recreational development of the site, also demonstrates the public benefit in terminating the lease agreement prior to its expiration, as the termination of the lease will facilitate the additional development of recreational facilities there.

The Park and Recreation Department consulted with Park Planning staff of the City's Planning Department (Park Planning). While the termination of the agreements will reduce the City's park equivalency acreage slightly, the actual amount of available recreational space in the Downtown/Centre City community is expected to increase with several new parks planned in Downtown within the next decade. Additionally, there will be new public recreational space available soon in the Little Italy neighborhood, including the recently proposed Piazza Famiglia, located at India and Date Streets, just a few blocks south of Amici Park. Based on these considerations, Park Planning also supports the District's request to terminate the Agreements.

FISCAL CONSIDERATIONS: Should the proposed action be adopted, the currently budgeted 0.30 Grounds Maintenance Worker II position, and the other personnel and non-personnel

expenses associated with the maintenance and operations at Amici Park, equivalent to \$78,519 annually can be re-allocated to other Park and Recreation facilities within the Downtown/Centre City community planning Downtown area, further showing the public benefit to terminating the lease prior to its expiration.

EQUAL OPPORTUNITY CONTRACTING INFORMATION: This agreement is not subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708). This agreement is not subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION: October 25, 1993 (O-18001) Agreement for the Construction, Operation, Maintenance, and Lease of Turfed Field and Recreation Facilities at Washington Elementary; March 30 (R-10859) Agreement for Joint Use and Maintenance of Property Acquired for Expansion of Washington Elementary School Site.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: Downtown Planning Committee - September 17, 2014 (unanimous support); Community Parks I Division Area Committee - October 1, 2014 (unanimous support); Park and Recreation Board - October 16, 2014 (unanimous support)

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Members of the public that use these downtown recreation facilities, the San Diego Unified School District and the Little Italy Association

Field, Andrew
Originating Department

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

October 20, 2014

SUBJECT: Authorization to Terminate the Agreement for Operation, Maintenance, and Lease of Turfed Field and Recreation Facilities at Washington Elementary School Site

GENERAL CONTRACT INFORMATION

Recommended Contractor: N/A

Amount of this Action: N/A

Funding Source: N/A

Goal: N/A

SUBCONTRACTOR PARTICIPATION

There is no subcontractor participation associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

This action is not subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708).

This action is not subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

This action authorizes the termination of the Washington Elementary School/Amici Park Lease Agreement.

KP

ORIGINAL

ORIGINAL

AGREEMENT FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND
LEASE OF TURFED FIELD AND RECREATION FACILITIES AT
WASHINGTON ELEMENTARY SCHOOL SITE

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

DISTRICT previously adopted a Resolution of Intention to Lease said property to CITY on October 13, 1992, which Resolution declared the CITY'S intent to provide DISTRICT with \$240,000 for recreational facilities upon said property, which amount in fact pertains to a companion lease at Sherman Elementary School, with the correct CITY contribution herein in the sum of \$150,000; 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 facilities developed 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

DOCUMENT NO. 00-18001

FILED OCT 25 1993

exercise its option to acquire the leased property, DISTRICT agrees to reimburse CITY for the unamortized cost of the CITY-installed 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.

2. Property. The real property covered by this Amendment 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 constructing and maintaining turfed recreational facilities in accord 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 facilities. 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 a 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 during nonschool hours.

6. District Use of Property: DISTRICT shall have exclusive use of property Monday through Friday , on each and every day that school is in session except that CITY shall have the right of entry for maintenance purposes during regular school hours as mutually agreed upon by CITY and DISTRICT.

7. City Responsibilities: CITY and DISTRICT mutually agree to construct or cause to be constructed, at CITY'S sole cost and expense, recreational facilities which will include turfed play fields, irrigation systems, playground equipment, drinking fountains, security lighting, underground electrical service lines and systems, concrete walls, drainage and street improvements as required, and landscaping as required in accordance with plans and specifications approved by CITY and DISTRICT prior to the commencement of construction. CITY shall pay for the cost of all landscape

architectural and engineering services and of all construction and inspection services to be provided by DISTRICT in an amount not to exceed One Hundred and Fifty Thousand Dollars (\$ 150,000). CITY shall remit payment for professional design services for the aforementioned facilities to DISTRICT after DISTRICT has received a written contract for design cost proposal from selected architect and upon receipt of an invoice from DISTRICT to CITY for cost of design services. CITY will remit payment for all costs of construction, inspection and reasonable contingencies as may be required after bids have been received by DISTRICT for construction of the aforementioned facilities, and upon receipt of an invoice from DISTRICT to CITY for the 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. 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 for events sponsored by CITY and on all days when school is not in session.

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 for 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. Upon completion of construction, excess funds, if any, shall be returned to CITY as mutually agreed between CITY and 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 be responsible for litter collection and removal during those days when school is in session.

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 maintain and pay all costs for electricity, water, and other expenses in connection with the aforementioned facilities.

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 to 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. Commencement of Work. Should work not commence on the site described herein within two (2) years from the execution date of this Agreement, subject Agreement shall be voidable for all or separate parcels as mutually agreed by CITY and DISTRICT. Such date of commencement of work on the subject site shall be mutually agreed upon by CITY and DISTRICT. Upon completion of such work by DISTRICT, DISTRICT shall furnish CITY with complete "as-built" drawings.

12. Improvements. No improvements shall be installed by DISTRICT nor shall construction on said improvements be begun until plans and specifications for said

improvements are reviewed, approved, and signed by both parties. All CITY financed improvements 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 arising 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 92102-2682, 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 one hundred twenty (120) 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 one hundred twenty (120) 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 implies 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. 0-18001 authorizing such execution, and by the San Diego Unified School District of San Diego County, California, acting by and through its Superintendent or his designee 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 *Michael C. Witt*
Title Park + Recreation Director

By *Bertha C. Pendleton for*
Thomas W. Payzant
Superintendent

Date 10/29/93

Date 10/10/93

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

By *John Johnson*

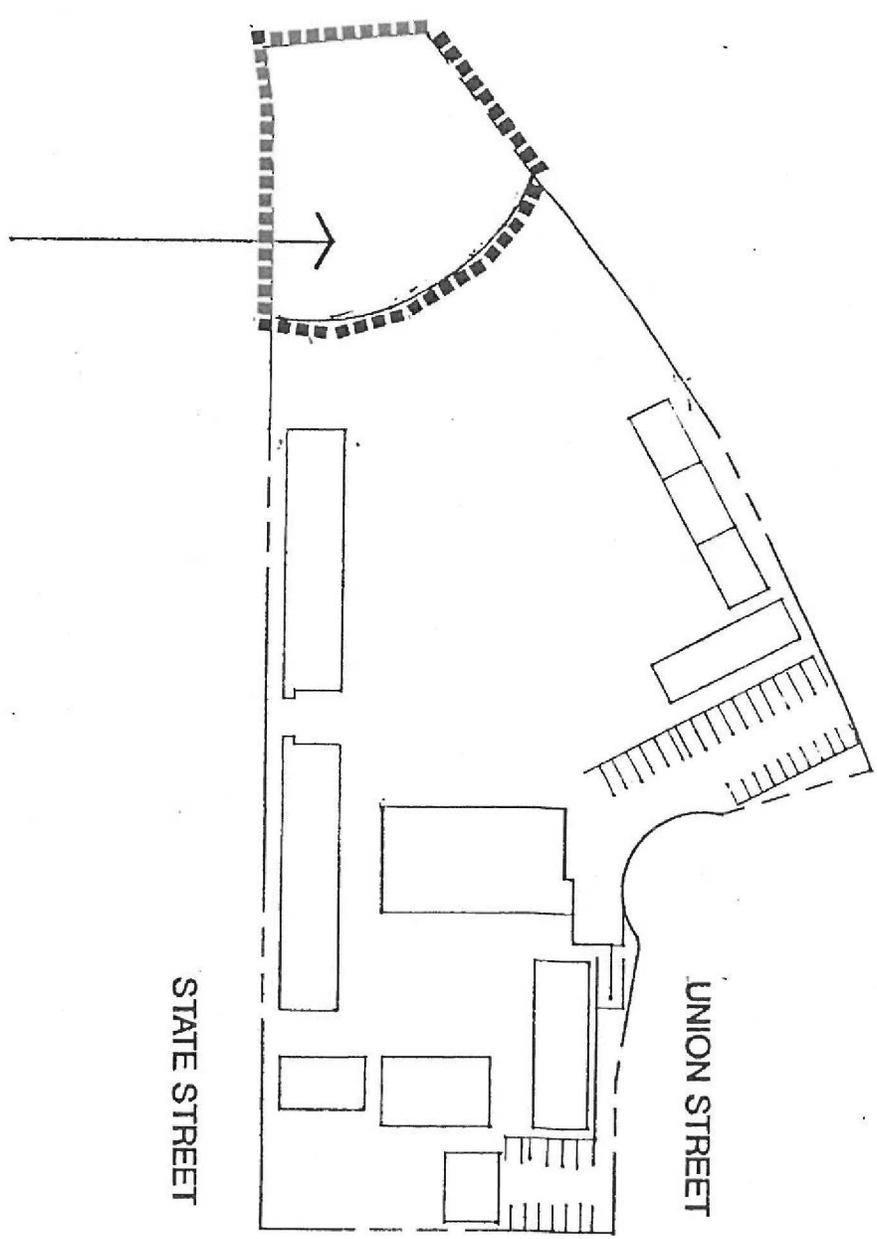
Date 11-3-93

Approved in public meeting of the Board of Education of the San Diego Unified School District on 10/8/93.
Cheryl Ward
Cheryl Ward,
Board of Education

JUse/WASHINGTON

LEGALITY AND FORM APPROVED:
Michael D. ...
Deputy General Counsel
San Diego Unified School District

**PROPOSED
LEASE AREA**



SITE PLAN
NOT TO SCALE

APPROVED BY	
DIRECTOR, FACILITIES SERVICES	DATE
SITE ADMINISTRATOR	DATE
SCHOOL DISTRICT ARCHITECT	DATE
CONSTRUCTION OFFICE	DATE
MAINTENANCE & OPERATIONS	DATE
CUSTODIAL & GARDENING	DATE



WASHINGTON ELEMENTARY

EXHIBIT "A"

PREPARED FOR THE
BOARD OF EDUCATION
SAN DIEGO UNIFIED SCHOOL DISTRICT
SAN DIEGO, CALIFORNIA

PREPARED BY THE
FACILITIES SERVICES DEPARTMENT
OFFICE OF THE SCHOOL DISTRICT ARCHITECT

PROJECT NO.
DATE 10-7-92
DRAWN <i>CRG</i>
CHECKED
SHEET NO.
OF SHEETS

(O-94-25)

ORDINANCE NUMBER O- 18001 (NEW SERIES)

ADOPTED ON OCT 25 1993

BE IT ORDAINED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of the City, a twenty-five (25) year joint use agreement with the San Diego Unified School District, for the construction, operation, maintenance, and lease of turfing field and recreation facilities at Washington Elementary School, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. OO- 18001 .

BE IT FURTHER ORDAINED, that the expenditure of an amount not to exceed \$150,000 from CIP 29-790.0, Washington Elementary School, CDBG Fund No. 18528/4024, is hereby authorized, solely and exclusively to design and construct improvements in accordance with the above agreement.

BE IT FURTHER ORDAINED, that this ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By



Mary Kay Jackson
Deputy City Attorney

MKJ:mb
08/17/93
Or.Dept:Pk&Rec
O-94-25
Form=o+t

Passed and adopted by the Council of The City of San Diego on
OCT 25 1993 by the following vote:

YEAS: ROBERTS, HARTLEY, STEVENS, BEHR, STALLINGS, MCCARTY, VARGAS.

NAYS: NONE.

NOT PRESENT: MAYOR GOLDING, WOLFSHEIMER.

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: MARY CEPEDA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-18001 (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 SEP 27 1993 and on OCT 25 1993.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, 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.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Mary Cepeda, Deputy

DOCUMENT NO. 00-18001

FILED October 25, 1993
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(LEAS - San Diego Unified School District
Washington Elementary)

Twenty-five year joint use agreement
with the San Diego Unified School
District for the construction, operation,
maintenance, and lease of turfed field
and recreation facilities at Washington
Elementary School.

cc: Auditor - MS 7C (Copy)
County Assessor - MS A4
Park & Rec - V. Oxe - MS 35
(2 Dups & Orig Copy)

11/2/93 eh

March 1994

Exhibit 4

**AGREEMENT FOR ~~JOINT USE AND MAINTENANCE~~
OF PROPERTY ACQUIRED FOR ~~EXPANSION OF WASHINGTON~~
ELEMENTARY SCHOOL SITE
(CENTRE CITY REDEVELOPMENT PROJECT)**

1. PARTIES AND DATE

1.1 This Joint Use and Maintenance Agreement is entered into in the City of San Diego, County of San Diego, State of California, this 30th day of March 1994, between the CITY OF SAN DIEGO ("City"), a municipal Corporation having its principal place of business located at 202 C Street, San Diego, California 92101, and the SAN DIEGO UNIFIED SCHOOL DISTRICT, a public body ("District"), having its principal place of business located at 4100 Normal Street, San Diego, California 92103.

2. RECITALS

2.1 The REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO ("Agency") and the District have entered into a Cooperation Agreement and a First Amendment to Cooperation Agreement, hereby incorporated by reference into this Joint Use and Maintenance Agreement ("Agreement"), which provides for the joint development of recreational facilities at Washington Elementary School ("Expansion Project"). In addition, concurrent herewith, Agency and the City of San Diego ("City") have entered into an Agreement Affecting Title to Expansion Property, hereby incorporated by reference into this Agreement, to which the District is intended to be a third party beneficiary.

2.2 City desires to supplement park acreage to meet community recreational needs.

2.3 District desires to expand the recreational facilities available at the Washington Elementary School site.

2.4 In 1993, City and District entered into an agreement ("Lease Agreement") wherein District granted a 25 year leasehold interest to City to a certain portion of the School Property. (See area designated as "Lease Area" on Attachment 1 to the First Amendment to Cooperation Agreement). The Lease Agreement was filed on October 25, 1993 in the Office of the City Clerk, San Diego, CA. as DOCUMENT No. 00-18001. The parties intend for the Lease Agreement to remain in full force and effect and to govern over the joint use and maintenance of any School Property which is included in the Expansion Project and

developed in accordance with the Improvement Plan.

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

3.0 TERM

The term of this agreement shall commence on the date of execution of this agreement by City and District and shall expire when title to the Expansion Property is conveyed to the District, as described in paragraph 5.5 of the First Amendment to Cooperation Agreement. At that time, the Lease Agreement shall be amended by the City and District to incorporate the Expansion Property and to automatically extend the term of the Lease Agreement to a date calculated by adding twenty five (25) years to the date when the Expansion Property was conveyed from Agency to City in accordance with paragraph 5.5 of the First Amendment to Cooperation Agreement. However, when this Agreement expires, nothing in this paragraph shall be interpreted to preclude District and Agency from mutually agreeing at that time to extend the Lease Agreement beyond the date specified herein.

4.0 PROPERTY

The real property covered by this Joint Use and Maintenance Agreement shall consist of property adjacent to the Washington Elementary School, the exact boundaries to be determined by the Washington School Expansion Committee and to be referenced in the Improvement Plan as the "Expansion Property." (See Draft Attachment 2 to the First Amendment to Cooperation Agreement which delineates the approximate boundaries of the Expansion Property, with a new Final Attachment 2 to be attached and incorporated by reference into the First Amendment To Cooperation Agreement and this Agreement when the final boundaries are established in the Improvement Plan, if those final boundaries are different than boundaries shown on Draft Attachment 2).

5.0 JOINT USE OF EXPANSION PROPERTY

District shall have exclusive use of the Expansion Property Monday through Friday during established school hours, on each and every day that school is in session except that City shall have the right of entry for maintenance purposes during regular school hours as mutually agreed upon by City and District. City shall have the right to use Property in connection with its public recreation programs at all such times as the Property is not reserved for District use. City agrees to coordinate community use of Property during nonschool hours.

6.0 AMENDMENT OF LEASE AGREEMENT

If any District owned property ("School Property") not already subject to the Lease Agreement becomes part of the Expansion Project and the Improvement Plan, then concurrent with approval of the Improvement Plan by City and District, City and District shall amend the Lease Agreement to incorporate the additional School Property into the Lease Agreement.

7.0 CITY RESPONSIBILITIES

City shall maintain all turfed fields, landscape, irrigation systems, playground equipment, drinking fountains, security lighting, electrical lines and systems, concrete walks and drainage at its sole cost and expense. City shall maintain the Improvements at a level consistent with citywide standards of the Parks and Recreation Department, however, in no event will a lack of maintenance ever preclude District from utilizing the Expansion Property for educational purposes. City Employees shall perform all the maintenance work on Expansion Property which City is obligated to perform under this Agreement, unless otherwise approved in writing by District. City shall be responsible for litter collection and removal for events sponsored by City and on all days when school is not in session in a manner consistent with citywide standards of the Parks and Recreation Department. City shall be responsible for maintenance of any comfort stations constructed on School Property or Expansion Property including but not limited to security, safety inspections, lighting and graffiti removal.

8.0 DISTRICT RESPONSIBILITIES

District shall be responsible for litter collection and removal from Expansion Property during the days when school is in session. District shall be responsible for and maintain all parking lots on School Property and Expansion Property.

9.0 UTILITIES

As part of the construction contract, all necessary water and electrical hookups shall be provided by metered system separate from school facilities. City shall maintain and pay all costs for electricity, water and other expenses in connection with the aforementioned facilities.

10.0 GENERAL PROVISIONS

10.1 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.

10.2 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 92102-2682, 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, 202 "C" Street, 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 service or 48 hours after mailing in the manner required herein.

10.3 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 Property. 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 Property.

10.4 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.

10.5 Verbal Agreements. This agreement contains the complete expression and 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 parties.

10.6 Severance. If any part of this Agreement 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.

10.7 Amendment. This Agreement may be amended in writing by mutual consent of District and City as permitted by law.

10.8 Nondiscrimination. District, City, and all others who from time to time may use the Property 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, religion, marital status, ancestry 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 Joint Use and Maintenance Agreement is executed by the City of San Diego acting by and through its City Manager pursuant to Resolution No. _____ authorizing such execution, and by the San Diego Unified School District of San Diego County, California, acting by and through its Superintendent or his designee 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 *Jan ...*
City Manager

By *Burtha W. Pendleton*
Superintendent

Date 3-30-94

Date 3/3/94

APPROVED AS TO FORM AND LEGALITY:

JOHN W. WITT
City Attorney

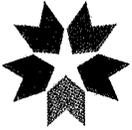
District General Counsel

By: *Richard A. Duvermay*
Richard A. Duvermay
Deputy City Attorney

By: *Christina L. Dyer*
Christina L. Dyer
General Counsel

Approved in public meeting of the Board of Education of the San Diego Unified School District on 2/1/94.

Cheryl Ward
Cheryl Ward, Recording Secretary
Board of Education



San Diego Unified
SCHOOL DISTRICT

RECEIVED

JUN 23 2014

Park And Recreation Department
Administrative Services Division

Randy White
Interim Director
Real Estate Department
P - 619 725-7375
F - 619 725-7382
rwhite1@sandi.net

June 17, 2014

Herman Parker, Director Park & Recreation
City of San Diego
202 C Street, MS-37C
San Diego, CA 92101

Dear Mr. Parker:

San Diego Unified School District (District) is formally requesting the City of San Diego (City) pursue terminating the current joint use agreement, which includes the Amici Park natural turf, as well as the play area to the north of the school along State Street. District has informally requested the City begin the termination process. In a meeting with the City this morning, the District was asked to make the request formal.

In the 1990s, a Joint Use Agreement was signed between the City and District, outlining joint development of expansion property, funded by the Redevelopment Agency (Agency), for school and recreation purposes.

Concurrently, the Agency and the City, and the Agency and District entered into agreements describing a method whereby the expansion property would be developed and how District would repay the Agency for a portion of those developments and how then the deed to the expansion property would be transferred to the District. The conditions for the agreements have been met, and the City transferred the deed for the expansion property to the District on March 7, 2014.

On March 7, 2011, the Little Italy Association (LIA) sent a letter via email to Board Member Scott Barnett stating its desire to develop a leash-free pet area on a portion of the turf playground at Washington Elementary School, which is also known as Amici Park.

At its June 28, 2011, regular meeting, the Board of Education authorized District staff to negotiate an agreement with LIA Association for a leash-free dog park at Amici Park. On January 14, 2014, the Board approved a license agreement with LIA and directed staff to terminate the joint use agreement with the City.

City staff has expressed interest in terminating the Joint Use Agreement early, due to the park's size, which falls below the two-acre standard for City maintenance. The Joint Use

Letter to Herman Parker

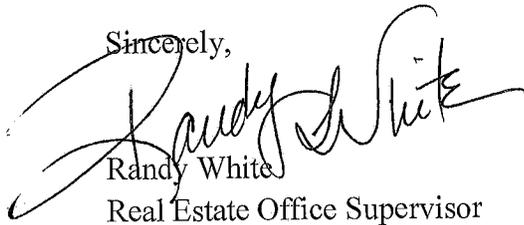
Page 2

September 17, 2014

Agreement allows early termination only upon the mutual agreement of the District and the City.

Please begin the process to terminate the joint use agreement. Contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy White". The signature is written in a cursive style with a large, sweeping initial "R".

Randy White
Real Estate Office Supervisor

c: A. Field
G. Fuller
R. Shifflet

SAN DIEGO UNIFIED SCHOOL DISTRICT

**Minutes of the Regular Meeting, 2:00 P.M.
Tuesday, June 28, 2011
4100 Normal Street
San Diego, California 92103**

A regular meeting of the Board of Education of the San Diego Unified School District, County of San Diego, California, was held in the Auditorium of the Eugene Brucker Education Center on June 28, 2011.

Present: Members Barnett, Barrera, Beiser, Evans, and Jackson

Absent: None

President Barrera called the meeting to order at 11:00 am in room 2249 and announced the matters to be considered in Closed Session.

President Barrera reconvened the meeting in open (public) session at 2:00 pm

A. Public Participation

Rosalvo Barbosa and Gus Chavez provide public testimony to the Board regarding Promise Charter School; Cynthia Perez-Pothier, Becky Breedlove, Andra Schmitt, Don Masse, and Steve Scheidle provided public testimony to the Board regarding budget items; and Jonathan Smith provided public testimony to the Board regarding Green Solutions Energy Management.

B. Opening Ceremony

Student Presentation: None

C. Report of Closed Session Actions and Superintendent and Board Information Reports

1. Report on Closed Session

Superintendent Kowba reported that the Board in closed session had approved the appointment of area superintendents, Brenda Campbell, David Lorden, Shirley Wilson, Marian Phelps, Mitzi Merino, and Gilbert Guterrez, Jr.

2. Superintendent's Information Report (OE-4; OE-11) (Attachment C2)

D. Adopt Agenda

1. Adopt Agenda (GC-2)

Motion by member Jackson, seconded by member Beiser to adopt the agenda was approved unanimously.

E. Superintendent's Consent Agenda (Attachments E)

Prior to the vote on the Consent agenda, Ethel Larkin provided public testimony regarding item E9. Items E32, E40, and E49, were withdrawn from the Consent Agenda and items E1 and E7 were withdrawn from the agenda. Motion by member Beiser, seconded by member Jackson to approve the revised Consent Agenda was approved unanimously.

Following the completion of all other other items on the agenda, motion by member Evans, seconded by member Barnett to approve item E32, reclassifications for the Facilities Planning and Construction & Auxiliary Services reorganization, was approved with member Jackson voting no.

Motion by member Evans, seconded by member Barnett to approve item E40, agreement with Nestle Waters North America Inc., was approved with member Jackson voting no.

Motion by member Jackson, seconded by member Evans to approve E 49, agreement with West-Tech Contracting, Inc. for the removal or demolition of portable buildings and termination for convenience of agreement with Whillock Contracting, Inc for the removal or demolition of portable buildings, was approved unanimously.

F. Student Instructional Matters

1. Transitional Kindergarten Program; BUDGETED: YES, EARLY CHILDHOOD EDUCATION PROGRAMS (OE-2) (Attachment F1)

Motion by member Jackson, seconded by member Barnett to approve the Transitional Kindergarten Pilot for 2011-12 was approved unanimously.

G. Board Consent Agenda

1. Approval of Minutes: Regular Meetings, May 24, 2011, June 7, 2011; Special Meetings, May 31, 2011, June 2, 2011, June 14, 2011 (withdrawn)

Motion by member Jackson, seconded by member Evans to approve Regular Meeting minutes May 24, 2011, June 7, 2011, Special Meetings, May 31, 2011, June 2, 2011 was approved unanimously.

2. Annual Reenactment of Resolutions for the Conduct of District Business as Authorized Under Law for the 2011-12 School Year (GC-2) (Attachment G2)

Motion by member Jackson, seconded by member Evans to approve the annual reenactment of resolutions for the conduct of District business was approved unanimously.

3. Authorization to Excuse Board Member Absence

Motion by member Jackson, seconded by member Evans to approve member Jackson's absence from the June 14, 2011 special meeting was approved unanimously.

H. Operational Matters Reserved for the Board

1. Operations and Efficiency Ad Hoc Committee, Tiger Teams Update (Barnett and Beiser)

(Information Only)

2. Resolution to Ban the Use of Polystyrene Lunch Trays (Beiser) (Attachment H2)

Motion by member Beiser, seconded by member Jackson to adopt the resolution to Ban the Use of Polystyrene Lunch Trays was approved unanimously. Prior to the vote on the resolution, Ericka Swartz, Saskia Onggo, Justin Cervi, Victoria Mellow, Lexi Steigerwald, Sydney Werner, Micheline Wagnern, Sarah Staten, students from Vista Grande Elementary presented their research on polystyrene, and Cathy Calcagno, Lori Saldana, Ramon Partido, and Hugh Moore provided public testimony to the Board.

3. ITEM WITHDRAWN BY BOARD MEMBER: Appointment of Representative to the Proposition S Independent Citizens Oversight Committee (ICOC) (Jackson)

4. Human Resources Division Request to Waive Section 12.2.1, of the San Diego Education Association (SDEA) Collective Bargaining Agreement; BUDGETED: N/A (OE-5) (Attachment H4)

Motion by member Jackson, seconded by member Beiser to approve waiver of SDEA agreement, Section 12.2.1, was approved unanimously.

5. Adoption of District's Proposal to Administrators Association San Diego City Schools (AASD), Certificated Supervisor Unit, Reduction in Force – Impact and Effects; BUDGETED: N/A (OE-5) (Attachment H5)

Motion by member Jackson, seconded by member Beiser to approve District's Proposal to AASD, certificated supervisor unit, was approved unanimously

6. Adoption of the District's Proposal to Administrators Association San Diego City Schools (AASD), Classified Supervisory Unit, Reduction in Force – Impact and Effects; BUDGETED: N/A (OE-5) (Attachment H6)

Motion by member Jackson, seconded by member Beiser to approve District's Proposal to AASD, classified supervisory unit, was approved unanimously.

7. Adoption of the District's Proposal to San Diego Education Association (SDEA), Reduction in Force – Impact and Effects; BUDGETED: N/A (OE-5) (Attachment H7)

Motion by member Jackson, seconded by member Evans to approve the District's Proposal to SDEA, was approved unanimously.

8. Adoption of the District's Proposal to California School Employees Association (CSEA), Chapter 724, Operations-Support Services (OSS), Reduction in Force – Impact and Effects; BUDGETED: N/A (OE-5) (Attachment H8)

Dan Ortiz, Ethel Larkins, and Glen Degler provided public testimony to the Board regarding the District's Proposal to CSEA, OSS. Motion by member Evans, seconded by member Barnett to approve the District's proposal to CSEA, OSS, was approved unanimously.

9. Adoption of the District's Proposal to California School Employees Association (CSEA), Chapter 788, Office-Technical and Business Services (OTBS), Reduction in Force – Impact and Effects; BUDGETED: N/A (OE-5) (Attachment H9)

Motion by member Jackson, seconded by member Evans to approve the District's proposal to CSEA, OTBS, was approved unanimously.

10. Adoption of the District's Proposal to California School Employees Association (CSEA), Chapter 759, Paraeducators (PARA), Reduction in Force – Impact and Effects; BUDGETED: N/A (OE-5) (Attachment H10)

Motion by member Jackson, seconded by member Evans to approve the District's proposal to CSEA, PARA, was approved unanimously.

11. Adoption of the District's Proposal to San Diego Schools Police Officers' Association, Reduction in Force – Impact and Effects; BUDGETED: N/A (OE-5) (Attachment H11)

Motion by member Jackson, seconded by member Evans, to approve the District's proposal to San Diego Schools Police Officers' Association, was approved unanimously.

12. 2011-12 Furlough Days Memorandum of Understanding (MOU) with California School Employees Association (CSEA), Chapter 759, Paraeducators (PARA); BUDGETED: N/A (OE-5) (Attachment H12)

Motion by member Jackson, seconded by member Evans to approve the MOU with CSEA PARA, was approved unanimously.

13. 2011-12 Furlough Days Memorandum of Understanding (MOU) with San Diego Education Association (SDEA); BUDGETED: N/A (OE-5) (Attachment H13)

Motion by member Jackson, seconded by member Evans to approve the 2011-12 furlough days MOU with SDEA, was approved unanimously.

14. Tentative Agreement with San Diego Education Association (SDEA) Regarding Impact and Effects of Layoffs; BUDGETED: N/A (OE-5) (Attachment H14)

Motion by member Jackson, seconded by member Evans to approve the tentative agreement with SDEA regarding layoffs, was approved unanimously.

15. Proposed Process for Redistricting of Board Member Districts (Attachment H15)

Motion by member Jackson, seconded by member Barnett, to direct staff to immediately send out a Request for Proposal (RFP) for a firm to provide district support and expertise with redistricting matters, establish a Citizens' Committee to oversee the operation consisting of five members, one appointee per Board member, and expedite the process in order to meet the October 1, 2011, was approved with member Barnett voting no.

Motion by member Barrera, seconded by member Evans to have Board members provide their nominees to the Redistricting Committee by the end of the week for approval by the Board at next meeting, was approved unanimously.

I. District Operations

1. Public Hearing and Adoption of the 2011-12 District Budget and Resolution to Certify Fiscal Solvency for the Subsequent Two Years (OE-6) (ITEM WILL NOT BE HEARD BEFORE 5:00 P.M.) (Attachment I1)

Rachel Rivera, Marissa Ramirez, Troy Ang, Bey Ling Sha, Amy Monroe, Michael Cook-Johnson, Heather Polen-Johnson, Kathryn Mead, Carrie Jiampa, and Rosario Ortiz provided public testimony to the Board regarding the budget.

Motion by member Jackson, seconded by member Evans to adopt the 2011-12 District budget and resolution to certify fiscal solvency for the subsequent two years, was approved with member Beiser voting no.

2. Governmental Accounting Standards Board (GASB) Statement 54 Resolutions, Policies and Procedures; BUDGETED: N/A (OE-6) (Attachment I2)

Motion by member Jackson, seconded by member Evans to approve the GASB 54 Statement, Resolutions, Policies and Procedures, was approved with member Beiser voting no.

3. Human Resources Monthly Update - Review of May Data; BUDGETED: N/A (OE-5) (Information Only)

4. Public Hearing and Resolution to Dedicate an Easement and Right-of-Way upon District-Owned Property (portion of Hoover High School site) to the City of San Diego (4 Votes Required); BUDGETED: N/A (OE-9) (Attachment I4)

Motion by member Evans, seconded by member Beiser to adopt the resolution dedicating an easement (portion of Hoover High) to City of San Diego, was approved unanimously.

5. Resolution of Intent to Sell District-Owned Property, Located at Fairbrook Road and Rue Fontenay in Scripps Ranch 92131 (Requires 4 votes); BUDGETED: N/A (OE-10) (Attachment I5)

Motion by member Beiser, seconded by member Evans to adopt the resolution of intent to sell property located at Fairbrook Road was approved unanimously.

6. Authorization to Negotiate a Joint-Use Agreement with Little Italy Association Regarding Off-Leash Dog Park on Land Adjacent to Washington Elementary School and Exception to Administrative Procedure 5150 in Order to Proceed with Agreement; BUDGETED: N/A (OE-9) (Attachment I6)

Motion by member Evans, seconded by member Barrera to approve authorization to negotiate a joint-use agreement with the Little Italy Association, was approved with member Jackson voting no.

7. Public Hearing on Categorical Flexibility Transfers and Authorization to Use Funds for 2011-12 Flexible Categorical Programs: BUDGETED: YES, CATEGORICAL FUNDS (OE-2; OE-6) (Attachment I7)

Motion by member Evans, seconded by member Barrera to approve categorical flexibility and authorize use of funds for 2011-12 flexible categorical programs, was approved with member Jackson voting no.

J. Public Participation

Teri Ang and Lindsey Kovelant provided public testimony to the Board regarding budget issues.

K. Recess

L. Informal Debriefing: Meeting and Process

The Board members debriefed the meeting.

M. Adjourn

President Barrera adjourned the meeting at 5:45 p.m. The next regular meeting will be held on July 5, 2011.

Board Action Officer



San Diego Unified
SCHOOL DISTRICT

RECEIVED

SEP 22 2014

Park And Recreation Department
Administrative Services Division

Gene Fuller
Director, Real Estate
Real Estate Department
P - 619 725-7045
F - 619 725-7382
gfuller@sandi.net

September 16, 2014

Herman Parker, Director Park & Recreation
City of San Diego
202 C Street, MS-37C
San Diego, CA 92101

Dear Mr. Parker:

San Diego Unified School District (District) is formally requesting the City of San Diego (City) pursue terminating both the 1993 Agreement for Construction Operation Maintenance and Lease of Turfed Field and Recreation Facilities as well as the March 1994 Agreement for Joint Use and Maintenance of Property Acquired for Expansion of Washington Elementary School Site.

The March 1994 Lease Agreement states, "the agreement shall be amended by the City and District to incorporate the Expansion Property and to automatically extend the term of the Lease Agreement to a date calculated by adding 25 years to the date when the Expansion Property was conveyed from Agency to City...." The District does not wish to extend the term of the Lease Agreement.

City staff has expressed interest in terminating the Joint Use Agreement early, due to the park's size, which falls below the two-acre standard for City maintenance. The Agreements allow early termination only upon the mutual agreement of the District and the City.

Please begin the process to terminate the agreements.. Contact me if you have any questions or concerns.

Sincerely,

Gene Fuller
Director, Real Estate

c: A. Field
R. Shifflet
R. White



**CITY OF SAN DIEGO
M E M O R A N D U M**

DATE: September 11, 2014

TO: Downtown Community Planning Council
via Laura Garrett, Chair, Downtown Community Planning Council

FROM: Kathryn Ruiz, Deputy Director, Community Parks I Division, City of San Diego
Park and Recreation Department

SUBJECT: Termination of Washington Elementary School/Amici Park Joint Use Activities

BACKGROUND

In the 1990's, the Redevelopment Agency of the City of San Diego (Agency) entered into agreements with the San Diego Unified School District (District) for the Agency to acquire and consolidate land to expand Washington Elementary School, which is located in the Little Italy neighborhood of the Downtown/Centre City community planning area in Downtown San Diego. After the property was fully developed, the Agency conveyed all of its title and interest to the City.

On October 25, 1993, the District and the City entered into a 25 year agreement for the construction, operation, maintenance and lease of turfed field and recreation facilities at Washington Elementary School (Lease Agreement). The Lease Agreement was set to expire in June 2018. This agreement provided turfed recreational facilities to supplement park acreage in the Little Italy neighborhood; it included the area directly north of the elementary school, as shown in the attached map. The total acreage of the combined spaces is approximately one and a half acres.

On March 30, 1994, the District and the City entered into a second 25 year agreement, an '*Agreement for the Joint Use and Maintenance of Property Acquired for Expansion of Washington Elementary School site*' (Joint Use Agreement). This agreement expanded the recreational facilities at Washington Elementary school by adding more turfed acreage southeast of the school site, adjacent to Date Street. The Joint Use Agreement further stated that upon conveyance of the property to the District, the Joint Use Agreement automatically expired and that the Lease Agreement would be amended to include the joint use area adjacent to Date Street. Thus, under the terms of the Lease Agreement, the Joint Use Agreement would expire either upon conveyance of the property or within 25 years (in 2019), whichever came first. The Joint Use Agreement also contained provisions which allowed the modification of the Lease

Downtown Community Planning Committee
September 11, 2014
Termination of Washington Elementary/Amici Park Joint Use Activities

Agreement, contingent upon mutual consent between the parties. The City Council approved the Joint Use Agreement under Resolution Number R-10859.

Under the conditions of the agreements adopted per the Resolution listed above, once the District satisfied its obligation to reimburse the Agency for the acquisition and development of the property, the City was to transfer the property to the District. The District satisfied the obligation and the property was transferred to the District from the City in March 2014. Thus, the Joint Use Agreement itself has already terminated.

CURRENT ACTIONS

However, rather than amend and extend the time frame of the Lease Agreement as was outlined by the original agreements, the District has proposed to terminate joint use activities at the Washington Elementary/Amici Park site. The Little Italy Association (LIA) made a proposal to the District in 2011 to redevelop the joint use area to include a dog park, a restroom and other amenities. In June 2011, after a public presentation of the LIA proposal to the District Board at a regular Board meeting, the Board approved actions to end joint use activities and move forward with implementation of the LIA Proposal. On June 23, 2014, the City received a letter from the District formally requesting termination of the agreements providing joint use at both the north and southeast areas adjacent to Washington Elementary and known collectively as Amici Park. In various discussions between the 2011 District Board action and the June 2014 letter, District staff has indicated to the City that they intend to move forward with the LIA proposal and work with the LIA to develop the property into a dog park as well as continue the use as a public space, with the many public activities that have traditionally taken place over the last several years, including the 'Mercado' which uses the parking lot to the north, the Art Walk event and other public events. Given that the District has stated to City staff that the property will continue to function as a public space, but the termination of the agreements will release the City from its maintenance and operations obligations for the property, the Park and Recreation Department feels that the termination of the agreements would be beneficial to the City without disruption of the traditional use of the space.

In response to the formal request from the District to the City to terminate the agreements, the Park and Recreation Department consulted with the Park Planning staff of the City's Planning Department (Park Planning). ~~Joint-use sites play an important role in meeting the City's General Plan Standards for population-based parks.~~ However, while the termination of the agreements will reduce the City's park equivalency acreage slightly, the actual amount of available recreational space in the Downtown/Centre City community is expected to increase with several new parks planned in Downtown within the next decade. Additionally, there will be new public recreational space available soon in the Little Italy neighborhood, including the recently proposed Piazza Famiglia, located at India and Date Streets, just a few blocks south of Amici Park. Based on these considerations, Park Planning also supports the District's request to terminate the Agreements.

Downtown Community Planning Committee

September 11, 2014

Termination of Washington Elementary/Amici Park Joint Use Activities

Should the proposed action be adopted, the currently budgeted 0.30 Grounds Maintenance Worker II position and the other personnel and non-personnel expenses associated with the maintenance and operations at Amici Park can be re-allocated to other Park and Recreation facilities within the Downtown/Centre City community planning Downtown area.



Kathryn Ruiz

Deputy Director

Community Parks I Division

City of San Diego Park and Recreation Department

Attachments:

A: Map of Amici Park

B: San Diego Unified School District Board item, June 28, 2011

cc: Herman D. Parker, Park and Recreation Director, City of San Diego
Robin Shifflet, Project Officer, Park Planning, Planning Department
Todd Gloria, Council President, Council District 3
Randy White, San Diego Unified School District



**CITY OF SAN DIEGO
M E M O R A N D U M**

DATE: September 23, 2014

TO: Community Parks I Division Area Committee

FROM: Kathryn Ruiz, Deputy Director, Community Parks I Division

SUBJECT: Termination of Washington Elementary School/Amici Park Joint Use Activities

BACKGROUND

In the 1990's, the Redevelopment Agency of the City of San Diego (Agency) entered into agreements with the San Diego Unified School District (District) for the Agency to acquire and consolidate land to expand Washington Elementary School, which is located in the Little Italy neighborhood of the Downtown/Centre City community planning area in Downtown San Diego. After the property was fully developed, the Agency conveyed all of its title and interest to the City.

On October 25, 1993, the District and the City entered into a 25 year agreement for the construction, operation, maintenance and lease of turf field and recreation facilities at Washington Elementary School (Lease Agreement). The Lease Agreement was set to expire in June 2018. This agreement provided turf recreational facilities to supplement park acreage in the Little Italy neighborhood; it included the area directly north of the elementary school, as shown in the attached map. The total acreage of the combined spaces is approximately one and a half acres.

On March 30, 1994, the District and the City entered into a second 25 year agreement, an 'Agreement for the Joint Use and Maintenance of Property Acquired for Expansion of Washington Elementary School site' (Joint Use Agreement). This agreement expanded the recreational facilities at Washington Elementary school by adding more turf acreage southeast of the school site, adjacent to Date Street. The Joint Use Agreement further stated that upon conveyance of the property to the District, the Joint Use Agreement automatically expired and that the Lease Agreement would be amended to include the joint use area adjacent to Date Street. Thus, under the terms of the Lease Agreement, the Joint Use Agreement would expire either upon conveyance of the property or within 25 years (in 2019), whichever came first. The Joint Use Agreement also contained provisions which allowed the modification of the Lease Agreement, contingent upon mutual consent between the parties. The City Council approved the Joint Use Agreement under Resolution Number R-10859.

Under the conditions of the agreements adopted per the Resolution listed above, once the District satisfied its obligation to reimburse the Agency for the acquisition and development of the property, the City was to transfer the property to the District. The District satisfied the obligation and the property was transferred to the District from the City in March 2014. Thus, the Joint Use Agreement itself has already terminated.

CURRENT ACTIONS

However, rather than amend and extend the time frame of the Lease Agreement as was outlined by the original agreements, the District has proposed to terminate joint use activities at the Washington Elementary/Amici Park site. The Little Italy Association (LIA) made a proposal to the District in 2011 to redevelop the joint use area to include a dog park, a restroom and other amenities. In June 2011, after a public presentation of the LIA proposal to the District Board at a regular Board meeting, the Board approved actions to end joint use activities and move forward with implementation of the LIA Proposal. On June 23, 2014, the City received a letter from the District formally requesting termination of the agreements providing joint use at both the north and southeast areas adjacent to Washington Elementary and known collectively as Amici Park. In various discussions between the 2011 District Board action and the June 2014 letter, District staff has indicated to the City that they intend to move forward with the LIA proposal and work with the LIA to develop the property into a dog park as well as continue the use as a public space, with the many public activities that have traditionally taken place over the last several years, including the 'Mercado' which uses the parking lot to the north, the Art Walk event and other public events. Given that the District has stated to City staff that the property will continue to function as a public space, but the termination of the agreements will release the City from its maintenance and operations obligations for the property, the Park and Recreation Department feels that the termination of the agreements would be beneficial to the City without disruption of the traditional use of the space.

In response to the formal request from the District to the City to terminate the agreements, the Park and Recreation Department consulted with the Park Planning staff of the City's Planning Department (Park Planning). Joint-use sites play an important role in meeting the City's General Plan Standards for population-based parks. However, while the termination of the agreements will reduce the City's park equivalency acreage slightly, the actual amount of available recreational space in the Downtown/Centre City community is expected to increase with several new parks planned in Downtown within the next decade. Additionally, there will be new public recreational space available soon in the Little Italy neighborhood, including the recently proposed Piazza Famiglia, located at India and Date Streets, just a few blocks south of Amici Park. Based on these considerations, Park Planning also supports the District's request to terminate the Agreements.

Should the proposed action be adopted, the currently budgeted 0.30 Grounds Maintenance Worker II position and the other personnel and non-personnel expenses associated with the

Community Parks I Division Area Committee
September 23, 2014
Termination of Washington Elementary/Amici Park Joint Use Activities

maintenance and operations at Amici Park can be re-allocated to other Park and Recreation facilities within the Downtown/Centre City community planning Downtown area.

On September 17, 2014, the proposed termination of the lease agreement was presented to the Downtown Planning Council at their regularly scheduled meeting. The Planning Council endorsed the proposed termination in a unanimous vote.



Kathryn Ruiz
Deputy Director
Community Parks I Division
City of San Diego Park and Recreation Department

Attachments:

- A: Map of Amici Park
- B: San Diego Unified School District Board item, June 28, 2011

cc: Herman D. Parker, Park and Recreation Director, City of San Diego
Robin Shifflet, Project Officer, Park Planning, Planning Department
Todd Gloria, Council President, Council District 3
Randy White, San Diego Unified School District



REPORT

THE CITY OF SAN DIEGO TO THE PARK AND RECREATION BOARD

DATE ISSUED: October 6, 2014

REPORT NO. 102

ATTENTION: Park and Recreation Board
Agenda of October 16, 2014

SUBJECT: Termination of Washington Elementary School/Amici Park Lease
Agreement and Joint Use and Activities

SUMMARY

Issue – Should the Park and Recreation Board approve the termination of the Washington Elementary School/Amici Park Lease Agreement?

Director's Recommendation – Yes, the Director recommends the termination of the lease agreement.

Other Recommendations –

- On June 28, 2011, at its regularly scheduled public meeting, the San Diego Unified School District Board considered the proposal by the LIA to redevelop the Washington Elementary recreational area and directed staff to initiate termination of the lease/joint use agreements with the City and enter into negotiations with LIA for use of the space.
- On September 17, 2014, at their regularly scheduled public meeting, the Downtown Planning Committee heard the District's and Park and Recreation Department's proposal to terminate the Lease Agreement and expressed unanimous support for terminating the lease agreement as requested by the District.
- On October 1, 2014, the Community Parks I Division Area Committee also expressed unanimous support for terminating the lease agreement as requested by the District.

Fiscal Impact – Should the proposed action be adopted, the currently budgeted 0.30 Grounds Maintenance Worker II position and the other personnel and non-personnel expenses associated with the maintenance and operations at Amici Park can be re-allocated to other Park and Recreation facilities within the Downtown/Centre City community planning Downtown area.

BACKGROUND

In the 1990's, the Redevelopment Agency of the City of San Diego (Agency) entered into agreements with the San Diego Unified School District (District) for the Agency to acquire and

consolidate land to expand Washington Elementary School, which is located in the Little Italy neighborhood of the Downtown/Centre City community planning area in Downtown San Diego. After the property was fully developed, the Agency conveyed all of its title and interest to the City.

On October 25, 1993, the District and the City entered into a 25 year agreement for the construction, operation, maintenance and lease of turfed field and recreation facilities at Washington Elementary School (Lease Agreement). The Lease Agreement was set to expire in June 2018. This agreement provided turfed recreational facilities to supplement park acreage in the Little Italy neighborhood; it included the area directly north of the elementary school, as shown in the attached map. (Exhibit A of the Lease Agreement). The total acreage of the combined spaces is approximately one and a half acres.

On March 30, 1994, the District and the City entered into a second 25 year agreement, an 'Agreement for the Joint Use and Maintenance of Property Acquired for Expansion of Washington Elementary School site' (Joint Use Agreement). This agreement expanded the recreational facilities at Washington Elementary school by adding more turfed acreage southeast of the school site, adjacent to Date Street. The Joint Use Agreement further stated that upon conveyance of the property to the District, the Joint Use Agreement automatically expired and that the Lease Agreement would be amended to include the joint use area adjacent to Date Street. Thus, under the terms of the Lease Agreement, the Joint Use Agreement would expire either upon conveyance of the property or within 25 years (in 2019), whichever came first. The Joint Use Agreement also contained provisions which allowed the modification of the Lease Agreement, contingent upon mutual consent between the parties. The City Council approved the Joint Use Agreement under Resolution Number R-10859.

Under the conditions of the agreements adopted per the Resolution listed above, once the District satisfied its obligation to reimburse the Agency for the acquisition and development of the property, the City was to transfer the property to the District. The District satisfied the obligation and the property was transferred to the District from the City in March 2014. Thus, the Joint Use Agreement itself has already terminated.

However, rather than amend and extend the time frame of the Lease Agreement as was outlined by the original agreements, the District has proposed to terminate joint use activities at the Washington Elementary/Amici Park site. The Little Italy Association (LIA) made a proposal to the District in 2011 to redevelop the joint use area to include a dog park, a restroom and other amenities. In June 2011, after a public presentation of the LIA proposal to the District Board at a regular Board meeting, the Board approved actions to end joint use activities and move forward with implementation of the LIA Proposal. On June 23, 2014, the City received a letter from the District formally requesting termination of the agreements providing joint use at both the north and southeast areas adjacent to Washington Elementary and known collectively as Amici Park. In various discussions between the 2011 District Board action and the June 2014 letter, District staff has indicated to the City that they intend to move forward with the LIA proposal and work with the LIA to develop the property into a dog park as well as continue the use as a public space, with the many public activities that have traditionally taken place over the last several years, including the 'Mercado' which uses the parking lot to the north, the Art Walk event and other public events. Given that the District has stated to City staff that the property will continue to function as a public space, but the termination of the agreements will release the City from its maintenance and operations obligations for the property, the Park and Recreation Department

feels that the termination of the agreements would be beneficial to the City without disruption of the traditional use of the space.

In response to the formal request from the District to the City to terminate the agreements, the Park and Recreation Department consulted with the Park Planning staff of the City's Planning Department (Park Planning). Joint-use sites play an important role in meeting the City's General Plan Standards for population-based parks. However, while the termination of the agreements will reduce the City's park equivalency acreage, the actual amount of available recreational space in the Downtown/Centre City community is expected to increase with several new parks planned in Downtown within the next decade. Additionally, there will be new public recreational space available soon in the Little Italy neighborhood, including the recently proposed Piazza Famiglia, located at India and Date Streets, just a few blocks south of Amici Park. Based on these considerations, Park Planning also supports the District's request to terminate the Agreements.

Pending action by the Park Board, the recommendation to terminate the Lease Agreement will be scheduled to be heard by the Public Safety and Livable Neighborhoods Committee in November 2014, prior to submittal to the full City Council for consideration.

Respectfully submitted,



Kathryn Ruiz
Deputy Director, Community Parks I Division
(KR)



Approved by: Andrew Field
Assistant Director

Attachments:

- A: Letter from San Diego Unified School District, June 17, 2014
- B: Letter from the San Diego Unified School District, September 16, 2014
- C: San Diego Unified School District Board item, June 28, 2011

cc: Honorable Todd Gloria, Council President, Council District 3
Herman D. Parker, Park and Recreation Director, City of San Diego
Robin Shifflet, Development Project Manager III, Park Planning, Planning Department
Randy White, San Diego Unified School District