



# City of Palo Alto

## City Council Staff Report

(ID # 10801)

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**Report Type:** Consent Calendar

**Meeting Date:** 12/9/2019

**Summary Title:** Approval of Amendment Number 2 to the Maintenance Agreement with PAUSD to Add 2 Years to the Term

**Title:** Approval of Amendment Number 2 to the Agreement With Palo Alto Unified School District (PAUSD) for PAUSD Athletic Field Brokering and Maintenance Cost-sharing to Extend the Term to December 2021 with an Optional Mutual Extension for an Additional Two Years

**From:** City Manager

**Lead Department:** Community Services

### **Recommendation**

Staff recommends that City Council approve and authorize the City Manager to execute Amendment No. 2 to the [Agreement](#) Concerning Field and Court Use, Brokering, and Maintenance with Palo Alto Unified School District (PAUSD) to extend the term to December 31, 2021 with an option for a mutual extension of an additional two years. (Attachment A).

### **Background**

In 1993, the City and PAUSD met to discuss maintenance needs of school district athletic fields considering school district budget constraints and continued public use of school district fields. An agreement between the City and PAUSD was entered into in 1995 for the City to maintain select PAUSD athletic fields for both school and community use with both parties contributing an equal cost share. The agreement also included an equal cost share for capital improvements to athletic fields. The agreement has since been revised several times and no longer includes a cost share for capital improvements. The cost of capital improvements is now fully incurred by PAUSD.

The agreement encompasses the maintenance and brokering of the athletic fields at 13 elementary schools and three middle schools, and tennis courts at five PAUSD schools. The City manages the brokering of PAUSD athletic fields and tennis courts for public community use outside of school activity hours. Revenue is shared between both parties with the City retaining 60% and PAUSD retaining 40% of revenue.

### **Discussion**

City and PAUSD staff worked collaboratively to extend the current agreement with no change to the existing terms for cost and revenue sharing. Amendment No. 2 retains the same scope of work and service level performed by City staff. The maintenance costs are shared equally between the City and PAUSD. The revenue share remains at 60% to City and 40% to PAUSD. The total shared revenue in calendar year 2018 was \$62,192 with the City retaining \$37,315 representing a 60% share. PAUSD retained \$24,877 representing a 40% share. The attached amendment will extend the existing agreement to December 31, 2021 (with a mutual option to extend for an additional two years through December 31, 2023).

The amendment provides for the continued maintenance of school district fields at all PAUSD elementary schools, as well as the fields at Jane Lathrop Stanford (JLS) and Frank S. Greene, Jr. (Greene) Middle Schools. Greene Middle School was previously named Jordan Middle School. The maintenance of turf areas includes mowing, edging, de-thatching, reseeding, aeration, and maintenance of irrigation heads, valves, and controllers. The fields at Ellen Fletcher (Fletcher) Middle School (formerly named Terman) are not part of this agreement as these fields are dedicated parkland (Terman Park) and are maintained in a manner consistent with City park maintenance standards.

The agreement also provides for the maintenance of tennis courts and basketball courts at JLS, Greene, and Fletcher Middle Schools, and at Henry M. Gunn and Palo Alto High Schools. This work includes periodic sweeping of the court surfaces and washing during the summer months.

The City will continue to broker the fields, tennis courts, and basketball courts in accordance with the Council-approved [Field Use Policy](#). This policy is intended to ensure residents, both youth and adults, have fair access to PAUSD and City-owned fields and athletic facilities. The criteria incorporated into the Field Use Policy helps ensure Palo Alto youth and non-profit sports clubs have top priority access to field space for practice and competition.

The City places a high priority on the maintenance and safety of school playing fields to ensure the community has access to athletic fields and courts for physical fitness and recreation. This agreement will continue the City's commitment to provide quality turf and court surfaces.

### **Resource Impact**

This amendment extends the terms of the existing agreement for 24 months and brings PAUSD reimbursement into alignment with the City's anticipated costs to perform these services. The full cost for field maintenance over the course of the amendment is \$1.7 million, with PAUSD reimbursing the City for half of the cost, and the anticipated annual cost to the City after reimbursement is approximately \$425,000. The amendment maintains the level and scope of services and cost share of actual expenses. The only financial impacts to the City from this action are the result of updated labor costs for

continuing these services, which were included in the FY 2020 Operating Budget. Funding for subsequent years of the agreement is subject to appropriation of funds through the annual budget process.

### **Stakeholder Engagement**

City and PAUSD staff met to review prior performance under the agreement and have a mutual interest in continuing this collaboration. Field maintenance matters are addressed between field operation managers of both parties on a regular basis.

### **Environmental Review**

This amendment is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to section 15301 (existing facilities) of the CEQA guidelines.

#### **Attachments:**

- Attachment A - Field Maintenance Amendment 2

**AMENDMENT NO. 2 TO THE  
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND THE  
PALO ALTO UNIFIED SCHOOL DISTRICT OF SANTA CLARA  
COUNTY CONCERNING THE PUBLIC USE, BROKERING AND  
MAINTENANCE OF DISTRICT-OWNED ATHLETIC FIELDS,  
TENNIS COURTS AND BASKETBALL COURTS JOINTLY USED  
BY SCHOOL STUDENTS AND THE GENERAL PUBLIC**

This Amendment No. 2 to the “Agreement Between The City Of Palo Alto And The Palo Alto Unified School District Of Santa Clara County Concerning The Public Use, Brokering And Maintenance Of District-Owned Athletic Fields, Tennis Courts And Basketball Courts Jointly Used By School Students And The General Public” (“Contract”) is entered into December \_\_\_\_, 2019, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (the “CITY”) and the PALO ALTO UNIFIED SCHOOL DISTRICT OF SANTA CLARA COUNTY, a unified school district organized and existing under the Laws of the State of California (the “DISTRICT”) (individually, a “Party” and, collectively, the “Parties”), in reference to the following facts and circumstances:

**RECITALS**

- A. The Contract was entered into between the Parties on or about January 1, 2014 for the use, maintenance, and related cost-sharing of District-owned athletic fields and courts.
- B. The Parties intend to extend the Contract through December 31, 2021 with an optional mutual extension of an additional 24 months.
- C. The Parties wish to amend the Contract for the purposes described herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

**SECTION 1. Definitions.** The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract titled “Agreement Between The City Of Palo Alto And The Palo Alto Unified School District Of Santa Clara County Concerning The Public Use, Brokering And Maintenance Of District-Owned Athletic Fields, Tennis Courts And Basketball Courts Jointly Used By School Students And The General Public” between DISTRICT and CITY, dated January 1, 2014 as amended by:

Amendment No.1, dated June 25, 2018

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Subsection 2.1 of Section 2 TERM AND TERMINATION of the Contract is hereby amended to read as follows:

2.1 The term of this Agreement will commence at 6:00 a.m. on January 1, 2014, and end on December 31, 2021, subject to the earlier termination of this Agreement by any Party hereto upon ninety (90) days' advance written notice. The preceding sentence notwithstanding, this Agreement is subject to the fiscal provisions of the Charter of the CITY and other Laws of the CITY and the DISTRICT, and this Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated by the Council or Board of Education for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are not appropriated by the Council or Board of Education for a portion of the fiscal year and funds for this Agreement are no longer available. The CITY or the DISTRICT will use reasonable efforts to give the other Party reasonable notice of termination in the event that funds will not be appropriated. No provision is made for the automatic extension or renewal of the term.

SECTION 3. Subsection 2.3 of Section 2 TERM AND TERMINATION of the Contract is hereby added to read as follows:

2.3 The term of this Agreement may be extended for an additional twenty four (24) months by written mutual agreement of the parties executed at least seven (7) calendar days before expiration of the term. Nothing in this Agreement requires either party to renew or extend this Agreement or to enter into negotiations regarding the renewal or extension of this Agreement.

SECTION 4. Subsection 5.1 of Section 5 PAYMENTS OF COSTS OF MAINTENANCE of the Contract is hereby amended to read as follows:

5.1 The allocable annual costs of Maintenance and water (plus equipment costs and salary and benefits costs, as appropriate) for the Facilities are estimated by the CITY to be the following:

<u>Year</u>	<u>Estimated Maintenance Cost</u>
2014	\$650,000
2015	\$650,000
2016	\$650,000
2017	\$650,000
2018	\$650,000
2019	\$650,000

2020	\$843,000
2021	\$866,000
2022	\$896,000

Actual costs shall be shared in the ratio of 50:50 between the CITY and the DISTRICT.

SECTION 5. The following exhibit(s) to the Contract is hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Attachment "B" entitled "Fee Schedule and Program".

SECTION 6. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

SECTION 7. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized representatives executed this Amendment on the date first above written.

**CITY OF PALO ALTO**

**PALO ALTO UNIFIED SCHOOL DISTRICT:**

APPROVED AS TO FORM:

**Attachments:**

ATTACHMENT B: FEE SCHEDULE AND PROGRAM

**ATTACHMENT B**  
Fee Schedule and Program

**Athletic Field Rentals\*\***

Baseball Fields	\$7.50 - 162.00/hr.*
Soccer Fields	\$7.50 - 162.00/hr.*
Softball Fields	\$7.50 - 162.00/hr.*
Lights	\$27.00/use

**2018-2019**

**Athletic Field Rentals\*\***

Baseball Fields	\$7.50 - 174.00/hr.*
Soccer Fields	\$7.50 - 174.00/hr.*
Softball Fields	\$7.50 - 174.00/hr.*
Lights	\$29.00/use

**2019-2020**

**Tennis Court Rentals (2018-2019)\*\***

Tennis Tournament Court Use Fee	\$5.00 – 16/hr./court*
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**Tennis Court Rentals (2019-2020)\*\***

Tennis Tournament Court Use Fee	\$5.00 – 17/hr./court*
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\* Athletic fields' fees will be reduced by 50% for nonprofit users. Proof of nonprofit status will be required for fee reduction. However, there shall be no fee reduction if any fee or donation is required by the nonprofit organization permit holder in connection with the use of the permitted field or tennis court.

\*\* Rates are subject to change subject to the City's Municipal Fee Schedule.

**Facilities covered by these fees include:**

**City Sites/Parks**

Terman Park

**Palo Alto Unified School District Sites**

All Elementary Schools -Open or Closed  
Greene Middle School  
JLS Middle School  
Palo Alto High School Tennis Courts  
Gunn High School Tennis Courts