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DEPARTMENT OF
PARKS AND RECREATION

CITY OF SACRAMENTO
CALIFORNIA

1231 I STREET, #400
SACRAMENTO, CA
95814-2997

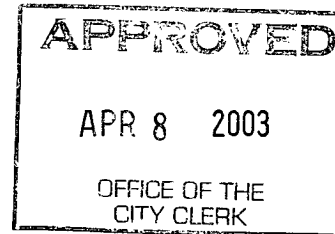
PARK PLANNING DESIGN
AND DEVELOPMENT DIVISION

(916) 264-1190
FAX 264-8329

April 8, 2003

City Council
Sacramento, California

AG 2003-046



SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SACRAMENTO AND THE SACRAMENTO UNIFIED SCHOOL DISTRICT FOR THE DEVELOPMENT AND JOINT USE OF PETER BURNETT ELEMENTARY SCHOOL PARK (CIP PN: LS21).

LOCATION AND COUNCIL DISTRICT: 6032 36th Avenue, Council District 6

RECOMMENDATION:

Staff recommends that the City Council, by resolution (page 4):

- ▶ Approve the Memorandum of Understanding between the City of Sacramento and the Sacramento Unified School District for the joint use of Peter Burnett Elementary School Park.

CONTACT PERSON: JANET BAKER, PARK DEVELOPMENT MANAGER, 808-8234

FOR COUNCIL MEETING OF: April 8, 2003

SUMMARY:

Peter Burnett School Park is a 5-acre joint use park facility to be shared and utilized by both the adjacent school and the local neighborhood residents. The park is expected to open in the summer of this year.



Optimize the Experience of Living!

COMMITTEE/COMMISSION ACTION:

The Parks and Recreation Citizen's Advisory Committee (CAC) approved the master plan on December 7, 2000.

BACKGROUND INFORMATION:

The park construction is expected to be complete this summer and will be made available to local residents after normal school hours. The fenced tot lot will be available to local residents at all times. The residents can have access to both the tot lot area and the rest of the park by keypad entry. Significant neighborhood and school administrative staff participation was involved in the planning and design of the park site and a joint use agreement for the Peter Burnett School Park was finalized between the Sacramento Unified School District and the City of Sacramento (Exhibit A- pages 5-10). Resolution 2002-134 (Exhibit B-page 11) authorized the Improvement Project.

FINANCIAL CONSIDERATIONS:

No additional funding is being requested with this report.

The Neighborhood Park Maintenance Community Facilities District (CFD) was established to reduce reliance on the general fund for neighborhood park maintenance and to preserve the level of maintenance in the parks system. It was projected that revenues from the CFD would provide approximately 65-70% of the cost associated with maintaining new neighborhood parks for those areas that annex to the District. Since some areas have not annexed to the District, the percentage of costs covered will fall below the 65-70% level. The balance of costs must be borne by the Citywide Landscape and Lighting District and other city funds. It is anticipated that significant revenues from the CFD will not begin until 2005. In the meantime, maintenance funds must be derived from other sources.

Existing parks and all community parks, regional parks, open space, trails and buffer areas are not covered by the CFD.

ENVIRONMENTAL CONSIDERATIONS:

Peter Burnett School Park was given a categorical exemption from CEQA requirements due to State Class 3 Section 15303 (e) and State Class 14 Section 15314.

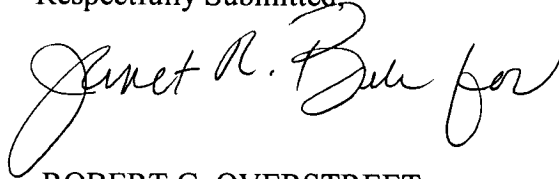
POLICY CONSIDERATIONS:

The development of the Peter Burnett School Park is consistent with the City's Strategic Plan goal to expand park and recreation opportunities.

ESBD CONSIDERATIONS:

All *Emerging and Small Business Development Guidelines* were followed in securing professional services for the development of this park.

Respectfully Submitted,



ROBERT G. OVERSTREET
Director, Parks and Recreation

Recommendation Approved:



ROBERT P. THOMAS
City Manager

Table of Contents:

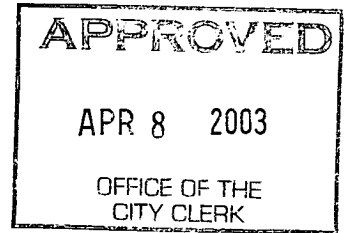
Resolution - Page 4

Exhibit A- Memorandum of Understanding- Pages 5-10

Exhibit B- Resolution 2002-134- Page 11

Exhibit C- Area Map- Page 12

Exhibit D- Master Plan- Page 13



RESOLUTION NO. 2003-169

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF: _____

RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SACRAMENTO AND THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE DEVELOPMENT AND JOINT USE OF PETER BURNETT ELEMENTARY SCHOOL PARK (CIP PN: LS21).

The City Council of the City of Sacramento hereby:

1. Approves the Memorandum of Understanding between the City of Sacramento and the Sacramento City Unified School District for the Development and Joint Use of Peter Burnett Elementary School Park.

MAYOR

ATTEST:

CITY CLERK

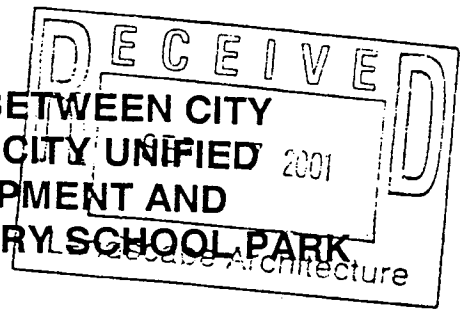
FOR CITY CLERK USE ONLY

RESOLUTION NO. _____

DATE ADOPTED: _____

Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SACRAMENTO AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE DEVELOPMENT AND JOINT USE OF PETER BURNETT ELEMENTARY SCHOOL PARK



This Memorandum of Understanding (MOU) is made and entered into as of November 30, 2001, by and between the CITY OF SACRAMENTO, a municipal corporation (hereafter referred to as "CITY"), and the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (hereafter referred to as "DISTRICT"). November 30, 2001 is an approximate date and is contingent upon final walk thru by City Staff (the Landscape Architect and the Maintenance Supervisor) and acceptance of improvements.

RECITALS

WHEREAS, each party to this MOU possesses the authority to acquire, construct, operate and maintain property for the purpose of providing recreational facilities to the public;

WHEREAS, the DISTRICT currently owns, maintains, and operates the Peter Burnett Elementary School Park, which consists of two basketball courts, a vertical concrete ball wall, two soccer goals, an adventure play area equipment and an open turf area;

WHEREAS, a school/park master plan dated November 14, 2000 has been prepared for the Site as set forth in Exhibit "1" hereto, which contemplates the joint use of the Peter Burnett Elementary School Park by the parties as a school/public park site; and

WHEREAS, there is a need for coordinated planning by the parties in the design, construction, maintenance and repair of the school/public park site in order to obtain the maximum benefit from the expenditure of public funds and to reduce the duplication of facilities, materials, services, and planning.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

0. Purpose. The purpose of this MOU is to specify the parties' respective rights and obligations with respect to the design, construction, maintenance and repair of the school/public park site.

1. Term. The term of this MOU shall commence on the effective date and shall continue indefinitely, unless terminated in accordance with Paragraph 3 herein. The parties estimate that the useful life of the improvements specified in Paragraph 7 herein, is twenty

CITY MANAGER 2001-903
AGREEMENT NO.

CERTIFIED AS TRUE COPY

OF CMAG 2001-903

November 6, 2001

DATE CERTIFIED

Jeresa Fahnin

CITY MANAGER
AGREEMENT NO.

2001-903

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(20) years. In the event this MOU is terminated by the ~~DISTRICT~~ sooner than twenty years from the MOU's effective date, the DISTRICT shall compensate the CITY for the fair market value of the improvements as of the effective date of termination. Joe

3. Termination. Either party may terminate this MOU in the event of a material breach by the other party. The party alleging the breach shall give written notice thereof to the party in breach as specified in Paragraph 15 herein, and the agreement shall terminate unless the breach is cured within thirty (30) days after written notice is given. This MOU may also be terminated by the mutual written agreement of the parties.

4. Approval of MOU, School/Park Master Plan and Construction Documents. The parties shall use their best efforts to obtain the approval of their respective governing bodies of this MOU, the school/park master plan dated November 14, 2000, and the plans and specifications for the construction of the improvements specified at Paragraph 7 herein, no later than sixty (60) days from the effective date of this MOU.

6. Schedule for Development of Peter Burnett Elementary School Park Into School/Public Park Site. The parties estimate the following schedule for the development of the Peter Burnett Elementary School Park into a school/public park site:

- a. April, 2001: Completion of construction documents;
- b. July, 2001-November, 2001: Construction of improvements;
- c. February, 2002: School/public park site open to school and public use.

The foregoing dates are estimates only, and the parties acknowledge that uncertainties at the design and construction phases may cause these estimates to change.

7. City's Obligations. CITY agrees to perform all of the following obligations:

- a. Design and construct the school/public park site as depicted in the plans and specifications attached hereto and incorporated herein by reference as Exhibit "2";
- b. Design and construct a six-foot tubular steel fence not to exceed 475 linear feet, around the entire school/public park site, including access gates and entry key pad devices capable of being locked. The perimeter location of the fence line is to be decided by mutual agreement of the parties;
- c. Design and construct a three-foot tubular steel fence not to exceed 160 linear feet, around the "tot lot" playground, including access gates and entry key pad devices capable of being locked. The perimeter location of the fence line is to be decided by mutual agreement of the parties;

- d. Repair and/or replace, including damage resulting from vandalism and graffiti, the fencing around the school/public park site and the tot lot playground, and all permanent improvements located on the school/public park site, including playground equipment, sports field equipment, fitness station equipment, benches, picnic tables, drinking fountain and shade structure.

8. Liability for Design Costs. CITY shall pay any and all costs associated with the design and construction of the school/public park site, including the tot lot playground, in an amount not to exceed \$300,000.00, inclusive of consultant fees and construction costs.

9. Liability for Repair Costs. CITY's liability for the costs of repairing and/or replacing the improvements specified at Paragraph 7(c) herein, shall not exceed the average annual cost of repairs at other parks in the same Planning Area. If the annual repair and /or replacement costs exceed that of the average annual cost at other parks in the same Planning Area, the City has the right to limit repairs or remove damaged park amenities.

10. District's Obligations. DISTRICT agrees to perform all of the following obligations:

- a. Inspect no less than twice weekly and perform routine maintenance of the fencing around the school/public park site and the tot lot playground, and all permanent improvements located on the school/public park site, including playground equipment, sports field equipment, fitness station equipment, benches, picnic tables and shade structure;
- b. Maintain, repair and replace the irrigation system, utility system and landscaping for the school/public park site, including damage resulting from vandalism and graffiti;
- c. Maintain the school/public park site in a safe, clean, wholesome and sanitary condition, including the disposal of any and all garbage and rubbish in connection with the parties' activities on the site, and the payment of all charges levied in connection therewith;
- d. Keep all school/public park permanent improvements in place and not remove them without the written consent of the CITY;
- e. All maintenance and/or repair work shall be performed in conformance with the CITY's then current codes and standards.

11. Default. In the event that either party fails to perform its obligations under this MOU within thirty days after service of a written notice of default, the non-defaulting party may perform the work and the defaulting party shall pay the entire costs of the work within thirty days after mailing of the non-defaulting party's invoice.

12. Hours of Operation. With the exception of the tot lot playground, which shall be open to the public at all times between sunrise and sunset, the school/public park site shall be closed to the general public during all regularly scheduled school hours during the regularly scheduled school year. During all non-school hours, the school/public park site shall be open to the public between sunrise to sunset, including weekends, when school has recessed for the summer, and throughout the school year when school is not in session.

13. Compliance with ADA and FEHA. In carrying out the terms of this MOU, all parties shall comply with the Americans with Disabilities Act of 1990 (ADA) and the Fair Employment and Housing Act of 1980 (FEHA) and their implementing regulations, as amended or supplemented from time to time.

14. Indemnity and Insurance. The parties incorporate herein by reference the indemnification and insurance provisions of the Memorandum of Understanding between the CITY and the SCHOOLS INSURANCE AUTHORITY, City Agreement No. 2001-050. A true and correct copy of said Agreement is attached hereto as Exhibit "3".

15. Notices. Any communication required during the term of this MOU, including, without limitation, notice of termination or cancellation, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

If to CITY:
RICHARD RAMIREZ, PARKS AND RECREATION DIRECTOR,
1231 I STREET, SUITE 400, SACRAMENTO, CA 85814

If to DISTRICT:
THOMAS E. GALLEG0, ASSISTANT SUPERINTENDENT,
425 FIRST AVENUE, SACRAMENTO, CA 95818

16. Entire Agreement. This MOU contains all of the terms and conditions as agreed upon by the parties, and supersedes any and all prior or contemporaneous agreements, representations, warranties and/or understandings of the parties concerning the subject matter contained herein, whether oral or written.

17. Modification. No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by each party hereto. In the event of a conflict between this MOU and any other agreement or understanding executed by the

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parties subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

18. Non-Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

19. Binding Effect. All rights of each Party under this MOU shall inure to the benefit of its successors in interest and assigns; all obligations and burdens assumed under this MOU by each Party shall bind the successors in interest and assigns of each Party.

20. Assignment. No Party to this MOU may assign any right or obligation pursuant to this MOU, without the written consent of the other. Any attempt or purported assignment of any right or obligation pursuant to this MOU without such written consent, shall be void and of no effect.

21. No Joint Venture or Grant of Agency. This MOU shall not create among the parties a joint venture, partnership, or any other relationship of association. Except as the parties may specify in writing, neither party shall have any authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this MOU, to bind the other party to any obligation whatsoever.


22. Dispute Resolution. With respect to any breach or dispute arising under this MOU, the parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve the same. If such breach or dispute is not resolved by the parties, then the parties may submit the dispute to an independent mutually-agreed upon arbitrator. Said arbitrator shall resolve the dispute based upon a reasonable interpretation of this MOU, the documentation provided by the parties, and such other information deemed by said arbitrator to be relevant to the dispute. The decision of the arbitrator shall be advisory, and not binding, on the parties. Nothing in this MOU shall prohibit the parties from agreeing to allow the arbitrator to attempt to mediate the dispute prior to hearing the matter and issuing a decision.


23. Severability. Whenever possible, each provision of this MOU shall be interpreted in such manner as to be effective and valid under applicable law. However, if any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

23. Captions. The headings or captions of this MOU are intended solely for reference and are not intended to explain, modify or place any interpretation upon any provision of this MOU.

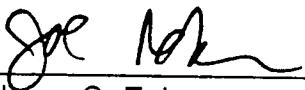
Sacramento City Unified School District

City of Sacramento

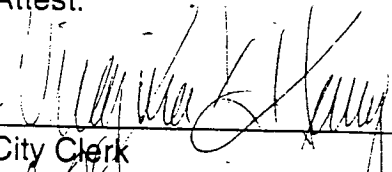

Laura Bruno
Deputy Superintendent


Richard Ramirez
Acting Parks Director

Approved As To Form:

for 
Shana S. Faber
Senior Deputy City Attorney

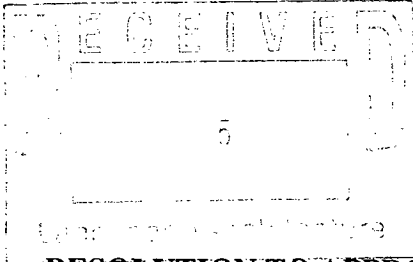
Attest:


City Clerk

CITY MANAGER 2001-903
AGREEMENT NO. _____

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Exhibit B



RESOLUTION NO. 2002-134

ADOPTED BY THE CITY OF SACRAMENTO

ON DATE OF: MAR 1 2 2002

RESOLUTION TO APPROVE THE PETER BURNETT SCHOOL PARK IMPROVEMENT PROJECT (CIP PN: LS21)

The City Council of the City of Sacramento, hereby;

1. Approves the award of the construction contract for Peter Burnett School Park;
2. Approves the Notice of Exemption environmental report;
3. Approves the park master plan;
4. Approves the construction documents; and
5. Approves the associated financial transactions as follows:

FY	FUND	AGENCY	ORG	OBJECT	CURRENT BUDGET	INCREASE/ (DECREASE)	REVISED BUDGET	BUDGET REF.
02	791	500	LS21	4820	\$0	\$210,000	\$210,000	A
02	791	710	7012	4999	\$1,237,533	(\$210,000)	\$1,027,533	B

HEATHER FARGO
MAYOR

ATTEST:

VALERIE BURROWES
CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO: 2002-134

DATE ADOPTED: MAR 1 2 2002

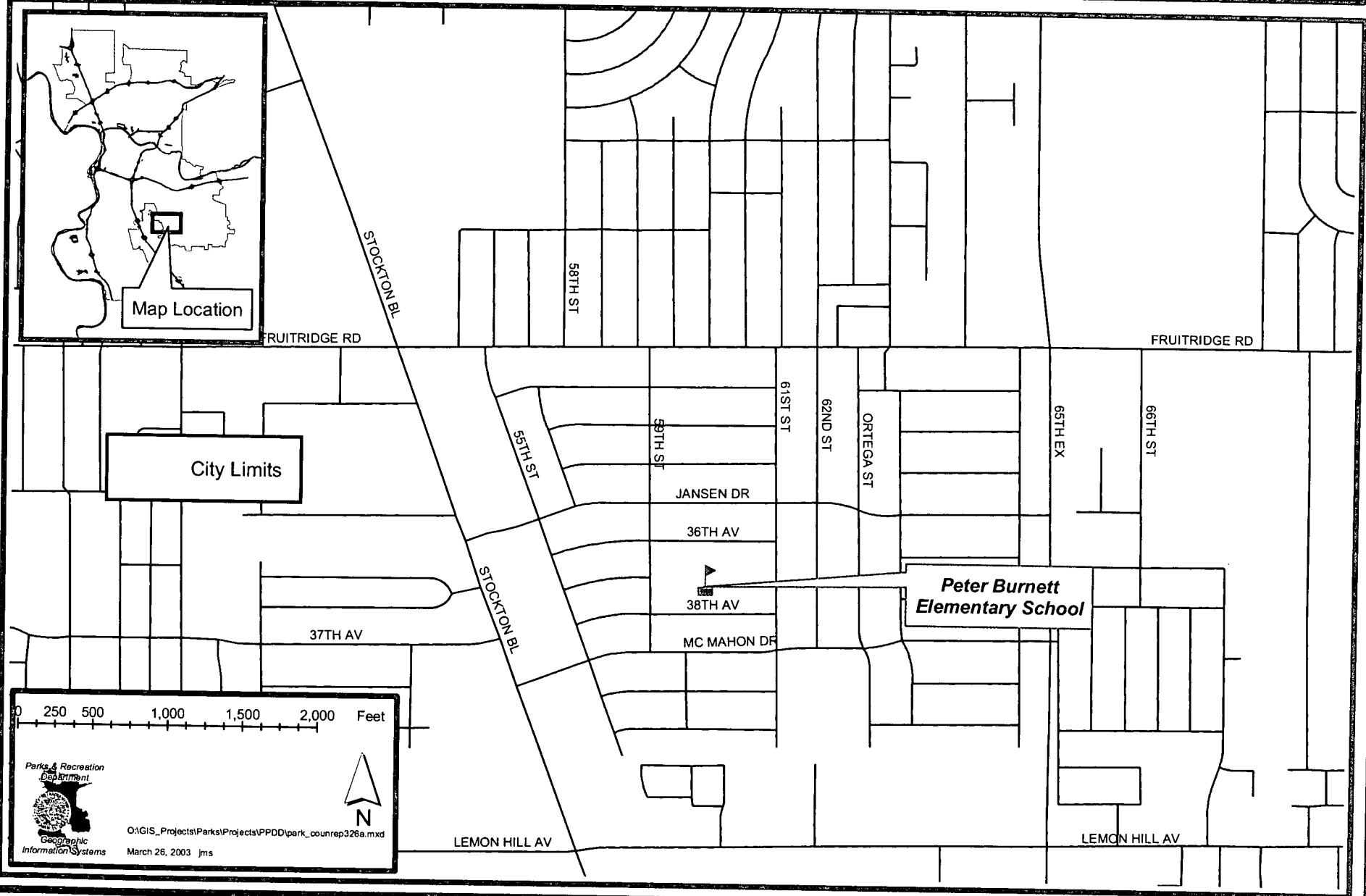
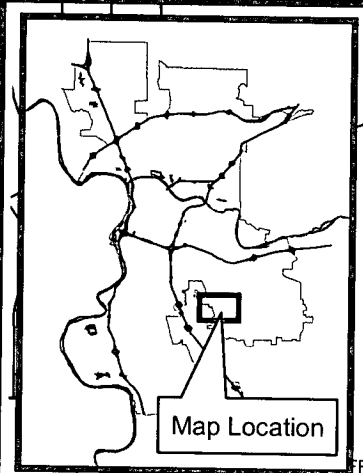
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City of Sacramento
Department of Parks and Recreation
 Peter Burnett Elementary School

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Exhibit C



0 250 500 1,000 1,500 2,000 Feet

Geographic Information Systems
 March 26, 2003 jms

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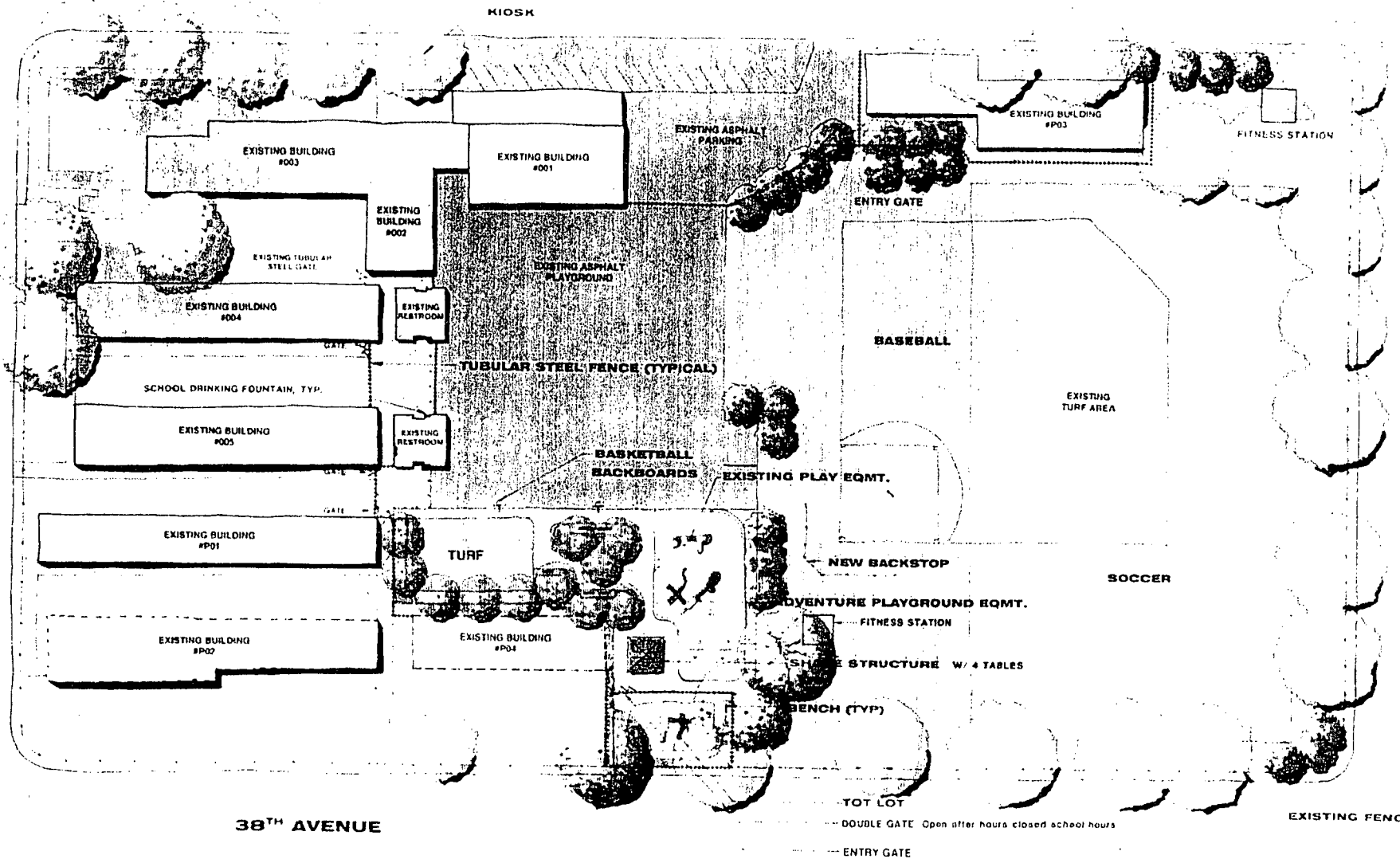
Exhibit D

59TH STREET

61ST STREET

36TH AVENUE

38TH AVENUE



PETER BURNETT SCHOOL PARK

MASTER PLAN

DATE: 11/20/2013
 PREPARED BY: [unreadable]
 CHECKED BY: [unreadable]
 APPROVED BY: [unreadable]

