



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www.CityofSacramento.org

CONSENT
August 31, 2010

Honorable Mayor and
Members of the City Council

Title: Agreement: Joint Use, Maintenance and Operation of Sojourner Truth Park, Robbie Waters Pocket-Greenhaven Library and School of Engineering and Sciences

Location/Council District: 7335/7345/7360 Gloria Drive, District 7

Recommendation: Adopt a **Resolution** authorizing the City Manager to execute a memorandum of understanding and any extensions, amendments, or other related documents with the Sacramento City Unified School District and the Sacramento Public Library Authority for the joint use, maintenance and operation of Sojourner Truth Park, Robbie Waters Pocket-Greenhaven Library, the School of Engineering and Sciences and related improvements.

Contact: David Mitchell, Operations Manager, 808-6076

Presenters: Not applicable

Department: Parks and Recreation

Division: Recreation

Organization No: 19001411

Description/Analysis

Issue: An agreement for the design and construction of the School of Engineering and Sciences, the Robbie Waters Pocket-Greenhaven Library, athletic fields, parking lots and other related improvements was approved by City Council on October 16, 2007. Construction occurred on land owned by the City of Sacramento (known as Sojourner Truth Park) and the Sacramento City Unified School District (School District). The design and construction agreement contemplated a future agreement for the joint use, maintenance and operation of all the improvements. Therefore, an agreement, in the form of a memorandum of understanding (MOU), has been developed by the City, School District and the Sacramento Public Library Authority (Library Authority) for the joint use, maintenance and operation of all the improvements. The MOU requires City Council approval.

Policy Considerations: The agreement between the City, School District and Library Authority to jointly use and maintain facilities is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding

park, recreation and cultural facilities throughout the City.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have any significant effect on the environment and that do not constitute a "project," as defined by CEQA [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability Considerations: Jointly using and maintaining facilities allows each agency to build fewer facilities, saving on expenses and land.

Commission/Committee Action: None

Rationale for Recommendation: An agreement between the City and School District for the design and construction of the School of Engineering and Sciences, the Robbie Waters Pocket-Greenhaven Library, athletic fields, parking lots and other related improvements was approved by City Council on October 16, 2007. A ground lease between the City and School District allowing the City to lease from the School District land where the library was to be constructed was approved on September 16, 2008. Both of these agreements contemplated a future agreement that would describe the rights and responsibilities of the City, School District and Library Authority with respect to the joint use, maintenance and operation of the school, library, athletic fields, parking lots and other related improvements.

The MOU provides for the joint use, maintenance and operation of the school, the library, the athletic fields, the parking lots and related improvements. A list of responsibilities for maintenance, repair and improvements is part of the MOU. The allocation of utility costs also is part of the MOU. More details about the terms of the MOU are found in Attachment 1 on page 4.

The term of the MOU is for the same length of time as that of the ground lease. The ground lease term is 40 years beginning on the effective date of the ground lease, with the City having the ability to extend the ground lease for three additional terms of ten years each. The ground lease was effective on June 22, 2010, so the MOU would run through at least June 21, 2050, unless terminated sooner.

Financial Considerations: By authorizing this MOU, the City would be responsible for utility costs attributable to a three-inch water meter serving the athletic fields and shared public parking lots, and all maintenance and repair costs for the athletic fields and the improvements constructed on the fields, including the portion of the fields on School District property. The MOU delegates to the staff of the City, School District and Library Authority the ability to make future changes to the list of responsibilities for maintenance, repair and improvements, which could add or remove responsibilities for the City organization.

The City also would be responsible for 100% of the costs for capital improvements to the library and library staff parking area, and 60% of the costs for capital improvements to the athletic fields and facilities and to the shared public parking area. However, before any capital improvements are made, all parties must agree in writing on whether to undertake the improvement and on the cost allocation of the improvement. In exchange for taking on maintenance and capital improvement responsibilities, the City would have exclusive rights to the athletic fields outside of the regular school day, and would be able to use the school in accordance with an existing joint use agreement with the School District.

Emerging Small Business Development (ESBD): Not applicable to this agreement.

Respectfully submitted by: 
David Mitchell
Operations Manager

Approved by: 
James L. Combs
Director of Parks and Recreation

Recommendation Approved:

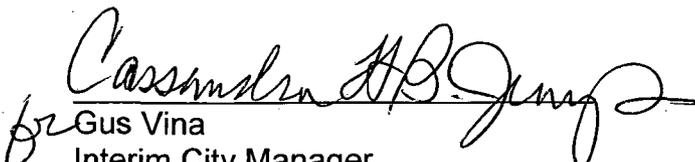

Gus Vina
Interim City Manager

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Attachment 1

Background

Terms of the Joint Use, Maintenance and Operation MOU

There are three parties to this memorandum of understanding (MOU): City of Sacramento, Sacramento City Unified School District (School District) and Sacramento Public Library Authority (Library Authority). As shown on a map in the MOU, the City and School District both own properties on which the improvements are constructed.

The MOU is for the joint use, maintenance and operation of the school, library, athletic fields, parking lots and related improvements. The MOU is for the same length of time as that of the ground lease. The ground lease term is 40 years beginning on the effective date of the ground lease, with the City having the ability to extend the ground lease for three additional terms of ten years each. The ground lease was effective on June 22, 2010, so this new MOU would run through at least June 21, 2050, unless terminated sooner.

School of Engineering and Sciences

The City may use the school in accordance with an existing joint use agreement with the School District adopted in 1999.

Robbie Waters Pocket-Greenhaven Library

In accordance with an existing Joint Exercise of Powers Agreement for the Sacramento Public Library Authority, the City built the library and turned over operation to the Library Authority.

Athletic Fields and Parking Lots

In general, use of the athletic fields and parking lots will be in accordance with an existing joint use agreement with the School District adopted in 1999. More specifically, the School District has exclusive use of the athletic fields from 7:00 A.M. to 3:30 P.M. on school days, and the City has exclusive use at all other times. From sunrise to sunset the public may come on to the athletic fields as long as they don't interfere with School District or City authorized uses.

Maintenance and Capital Improvements

The City is responsible for all maintenance and repair of the athletic fields and the improvements on the athletic fields, including the portion constructed on the School District property. In exchange, the School District is responsible for all maintenance and repair of the shared parking lots, including the portion constructed on City property.

The MOU delegates to the staff of the City, School District and Library Authority the ability to make future changes to the list of responsibilities for maintenance and repair, which could add or remove responsibilities for the City organization.

The City also is responsible for 100% of the costs for capital improvements to the library and library staff parking area, and 60% of the costs for capital improvements to the athletic fields and facilities and to the shared public parking area. However, before any capital improvements are made, all parties must agree in writing on whether to undertake the improvement and on the cost allocation of the improvement.

Utilities

The City is responsible for utility costs attributable to a three-inch water meter serving the athletic fields and shared public parking lots.

Termination

The MOU can be terminated under several scenarios: termination or expiration of the ground lease by which the City's library is located on School District property; or failure of any party to perform an obligation under the MOU and the continuation of the failure for 30 days after written notice is provided.

If the MOU expires or is terminated, the City and School District are to negotiate an alternative design or alteration of the athletic fields and parking lots, or to negotiate a new joint maintenance and operation agreement, in order to allow each party to have exclusive use of its own property.

RESOLUTION NO.
Adopted by the Sacramento City Council

**APPROVING A MOU FOR THE JOINT USE, MAINTENANCE AND OPERATION OF
SOJOURNER TRUTH PARK, ROBBIE WATERS POCKET-GREENHAVEN LIBRARY
AND SCHOOL OF ENGINEERING AND SCIENCES**

BACKGROUND

- A. An agreement between the City of Sacramento (City) and the Sacramento City Unified School District (School District) for the design and construction of the School of Engineering and Sciences, the Robbie Waters Pocket-Greenhaven Library, athletic fields, parking lots and other related improvements was approved by City Council on October 16, 2007.
- B. A ground lease between the City and School District allowing the City to lease from the School District land where the library was to be constructed was approved on September 16, 2008.
- C. Both the design and construction agreement and ground lease contemplated a future agreement that would describe the rights and responsibilities of the City, School District and Sacramento Public Library Authority (Library Authority) with respect to the joint use, maintenance and operation of the school, library, athletic fields, parking lots and other related improvements. The parties have negotiated the terms of such an agreement in the form of a memorandum of understanding (MOU).
- D. The MOU provides for the joint use, maintenance and operation of the school, the library, the athletic fields, the parking lots and related improvements. A list of responsibilities for maintenance, repair and improvements is part of the MOU. The allocation of utility costs also is part of the MOU.
- E. The term of the MOU for the joint use, maintenance and operation of the school, library, athletic fields, parking lots and related improvements is for the same length of time as that of the ground lease. The ground lease term is 40 years beginning on the effective date of the ground lease, with the City having the ability to extend the ground lease for three additional terms of ten years each.
- F. By authorizing this MOU, the City would be responsible for utility costs attributable to a three-inch water meter serving the athletic fields and shared public parking lots, and all maintenance and repair costs for the athletic fields and the improvements constructed on the fields, including on the portion of the fields on School District property. The MOU delegates to the staff of the City, School District and Library Authority the ability to make future changes to the list of responsibilities

for maintenance, repair and improvements, which could add or remove responsibilities for the City organization.

- G. The City also would be responsible for 100% of the costs for capital improvements to the library and library staff parking area, and 60% of the costs for capital improvements to the athletic fields and facilities and to the shared public parking area. However, before any capital improvements are made, all parties must agree in writing on whether to undertake the improvement and on the cost allocation of the improvement.
- H. In exchange for taking on maintenance and capital improvement responsibilities, the City would have exclusive rights to the athletic fields outside of the regular school day, and would be able to use the school in accordance with an existing joint use agreement with the School District.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to execute the memorandum of understanding and any extensions, amendments, or other related documents with the Sacramento City Unified School District and the Sacramento Public Library Authority for the joint use, maintenance and operation of Sojourner Truth Park, Robbie Waters Pocket-Greenhaven Library, the School of Engineering and Sciences and related improvements.

Section 2. The memorandum of understanding is attached as Exhibit A and is a part of this resolution.

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Exhibit A – The memorandum of understanding.