

OFFICE OF THE CITY MANAGER

April 19, 2016

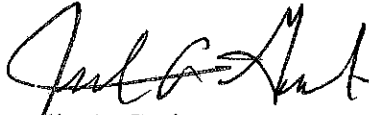
Pasadena Unified School District  
Dr. Brian McDonald  
Superintendent  
351 S. Hudson Avenue, Room 222  
Pasadena, CA 91109

**RE: Addendum #16 to City/School Joint Use Agreement (Madison School Park Use)**

Dear Dr. McDonald:

As requested, please find enclosed an original fully executed addendum to the City/School Joint Use Agreement for the use of Madison School.

Sincerely,



Julie A. Gutierrez  
Assistant City Manager

/enclosure

cc: Horace Wormely, Director of Human Services & Recreation  
Charles Peretz, Parks Administrator  
Phillip Sanchez, Police Chief

**ADDENDUM #16 TO CITY/SCHOOL JOINT USE AGREEMENT  
(MADISON SCHOOL PARK USE)**

**I. PREAMBLE:**

- A. The City of Pasadena and the Pasadena Unified School District have previously entered into a Joint Use Facilities Agreement (#13,991 and subsequent addendums) to provide for additional and better utilized public recreational facilities of all types, through the use by the City of School District facilities, and vice versa.
- B. The City Council and the School Board have now instructed staff to develop an additional addendum to the Joint Use Facilities Agreement (Agreement) to reopen the play area at Madison Elementary School, located at 950 North Los Robles, in one of the City's neighborhoods that is underserved by parks during daylight hours on weekends, and eventually, afterschool hours. The Agreement and the addendum to the Agreement shall hereafter collectively be referred to as the "ADDENDUM".
- C. Staff from the City and PUSD met on February 26, 2016 and agreed to the key points of the ADDENDUM.
- D. The intent of this ADDENDUM is to delineate the specific details of the Madison Elementary School use, which is meant to function as a neighborhood park during specified, non-school hours, available for daytime casual use for picnics, walking, jogging, other healthy outdoor activities, pick up- games, drop -in games and walk - on games, not including organized sports, team practices, or activities requiring reservations.

**II. TERMS AND CONDITIONS:**

**A. PURPOSE OF AGREEMENT**

The purpose of this ADDENDUM is to allow the City the use of a designated outdoor play area at Madison Elementary School during specified non-school hours, as a neighborhood park, available for casual, non-reserved, use by local community residents.

**B. DURATION OF AGREEMENT**

This ADDENDUM shall become effective on April 18, 2016, and remain in effect until both parties, through mutual written agreement, determine it is time to end the use.

**C. AREA COVERED BY THIS ADDENDUM**

The area subject to this ADDENDUM is outlined in the attached site plan (Exhibit A) and is referred to hereafter as the "Neighborhood Park at Madison Elementary School" or "Neighborhood Park". It includes the western portion of the Madison Elementary School outdoor play area, from the turf field area bordering Los Robles Avenue, to the end of the blacktop playground area, up to the fencing adjacent to the school building and parking lot. This area excludes all school buildings, parking lots, and the eastern portion of the campus bordering Madison Street.

**D. USE SCHEDULE (Days and Hours of Operation)**

The Neighborhood Park shall operate on the following schedule:

1. During the academic year: On days when school is in session, from 6:00 p.m. to 8:00 p.m. during daylight savings time; Saturdays and Sundays and school holidays, from 8:00 a.m. to 8:00 p.m.
2. During the summer vacation: On Saturdays, Sundays and non-summer school days from 8:00 a.m. to 8:00 p.m. On weekdays when summer school is in session, from 4:00 p.m. to 8:00 p.m.;

**E. CITY'S RESPONSIBILITIES**

1. **GATES**: City is responsible for opening and closing gates according to the Use Schedule outlined above.
  - a. On dates when City use starts immediately following school use, Madison School administrators will ensure that designated access gates are unlocked, and City shall be responsible for locking and securing gates at the end of operating hours each day.

- b. Access is limited to pedestrians only. No vehicle access is permitted.
    - c. Two gates will be opened and closed according to the attached site plan, Exhibit A, pursuant to the designated schedule. One gate is on Buckeye Street near the middle of campus, and a second gate is on Ashtabula Street leading to the asphalt play area.
2. **SECURITY:** City shall be responsible for providing security during Neighborhood Park use hours similar to that of other City neighborhood parks, including a designated representative to open and close gates.
  - a. City Park Security Specialists shall include the Neighborhood Park within their scope of work for supervision during the hours when the Neighborhood Park is operated as a park.
  - b. City shall provide and post signs listing the appropriate City contact telephone numbers for Park Security assistance, and contact information to report an emergency. These signs shall be posted adjacent to the Neighborhood Park entry gates, in English and Spanish.
3. **CLEAN-UP AFTER CITY USE:** City shall be responsible for collection of trash and emptying of trash bins after Neighborhood Park use hours. This task must be completed before the opening of the site to students on the following day (by 7:00 a.m. on school days). The School District will provide access for a City vehicle at a designated gate for trash collection purposes.

#### **F. SIGNAGE AND USE**

1. City shall provide and post signs adjacent to the gates for Neighborhood Park access, stating key rules and regulations for Neighborhood Park use, in English and Spanish.
  - a. Signs will state that Neighborhood Park is for neighborhood walk-in, casual use only; that picnic areas are available on a first-come, first served basis; that no organized sports play or installation of goals or other equipment to conduct organized

sports play is permitted; and that no vehicles, alcohol consumption, animals or barbeques are permitted.

- b. Madison Elementary School administrators shall have the right to schedule up to - ten (10) events per year during the Neighborhood Park use hours for selected school-related or neighborhood-related activities (e.g., school health fairs, Madison Neighborhood Partners, parent activities, scouting events, etc.). The School District shall notify the City at least one (1) week in advance of such events, and post a notice of such events adjacent to the gates used for Neighborhood Park access.
2. PUSD shall provide a community board that will announce upcoming events and provide additional information regarding Neighborhood Park usage.
3. PUSD shall provide the City with not less than 6 weeks advance notice prior to the commencement of school projects which necessitate the temporary closure of the subject area.

#### **G. REPORTING VIOLATION OF APPROVED PARK USE**

Any violations of park use occurring during the time designated for neighborhood park use (including organized sports play, use of heavy equipment, etc.) shall be reported immediately to the City Park Security Office at (626) 744-4241 for response.

#### **H. FIELD MAINTENANCE**

Ongoing field maintenance shall continue to be the responsibility of the School District. However, the City shall be responsible for any unusual damage or wear and tear that occurs during City park use hours.

#### **I. LIABILITY/INSURANCE/INDEMNITY**

This ADDENDUM shall be covered by the liability, insurance and indemnity provisions in the Joint Use of Facilities Agreement, Contract #13,991 (as amended). It is the intent of the parties that the City shall be

responsible during City park operating hours, and the School District shall be responsible for all other hours.

**J. SAFETY INSPECTION AND REPAIR OF JOINTLY INSTALLED PLAY EQUIPMENT**

City shall include inspection of the newly installed play equipment in its safety inspection schedule. Inspections shall ensure that the play equipment is in safe condition and compliant with current laws and standards for said equipment. If repairs are necessary, costs shall be allocated equally between the City and the School District.

**K. TERMINATION**

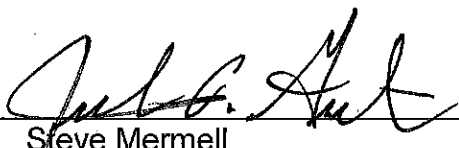
The termination date of this ADDENDUM will be on April 1, 2026, and shall automatically renew for additional 10 year periods thereafter unless written notice is provided by either party to the other not less than 180 days prior to each 10<sup>th</sup> anniversary.

DATED: 4-13-16

CITY OF PASADENA

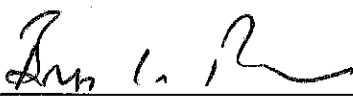
ATTEST:

  
\_\_\_\_\_  
Mark Gomsly  
City Clerk

By:   
\_\_\_\_\_  
Fu Steve Mermell  
Interim City Manager

Approved as to form:

PASADENA UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
Brad Fuller  
Assistant City Attorney

By:   
\_\_\_\_\_  
Dr. Brian McDonald  
Superintendent of School