



Office of the City Manager

June 12, 2018

To: Honorable Mayor and Members of the City Council

From: *DWR* Dee Williams-Ridley, City Manager

Subject: Partial Response to January 23, 2018 Referral: "Open the West Campus Pool All Year Round and Start the Shower Program at West Campus Pool"

This report identifies the cost to establish a shower program similar to the Willard Shower Program at West Campus pool. This is a partial response to a January 23, 2018 referral. The other part of the referral requested the "City Manager to access the feasibility to keep the West Campus pool open all year round" and will be addressed with a larger update on the pools that will be provided to City Council in September of 2018. The City has been meeting Berkeley Unified School District (BUSD) representatives over the last year to discuss funding, development, operation and ownership of the King, Willard and West Campus pool sites. The West Campus operation options will be presented in the September report.

BACKGROUND

The Willard Shower program is operated by the Parks, Recreation and Waterfront Department (PRW) at the Willard Recreation Administration office, 2701 Telegraph Avenue, during the following days and times:

Monday-Friday	7:30-8:30 PM
Saturday-Sunday	9:00-10:00 AM

The program provides free showers seven days a week for one (1) hour daily and is only closed on City holidays. The City provides liquid soap and towels to each participant. From April to October the program typically serves 45 people per day and from November to March averages 32 per day. The Willard facility, as the West Campus facility, is owned by the Berkeley Unified School District (BUSD) and operated by the City of Berkeley through a 1991 Memorandum of Understanding that expires in December 2020 (see attached). The West Campus Pool is currently operated from May to September each year by PRW. The shower program can be accommodated around current program hours.

FISCAL IMPACTS

To operate a year-round shower program that duplicates the program at the Willard Recreation Administration office would cost \$135,100. Expenses for this program include coordination, staffing, supplies and services (such as towel laundering and custodial) and utilities. Facilities costs, including pest control and facility maintenance services, are discounted to only cover the seven months of the year that the pool is closed. Table 1 summarizes the projected costs to operate a year-round shower program at West Campus in FY19 dollars.

June 12, 2018

Re: Partial Response to January 23, 2018 Referral: "Open the West Campus Pool
All Year Round and Start the Shower Program at West Campus Pool"

Table 1 - Projected Costs for Homeless Shower Program at West Campus Pool

Expense	Annual Cost	Description
Personnel		
Supervision	\$11,500	Asst. Aquatics Coordinator: 10% FTE
Site Staffing	\$43,800	Rec Activity Leaders: 2 staff, 2 hrs/day, 352 days/yr
Non-Personnel		
<i>Utilities</i>		
Water	\$7,000	
Gas/Electricity	\$11,000	
Refuse	\$700	
<i>Services</i>		
Towel Service	\$13,000	50 towels/night
Pest Control	\$700	Covers 7 mo. the pool is not operational
Custodial	\$39,000	Daily custodial service
Facilities Mtc	\$4,400	Covers 7 mo. the pool is not operational
<i>Supplies</i>		
Restroom supplies	\$4,000	
Total	\$135,100	

Attachment: 1991 MOU with BUSD

cc: Jovan Grogan, Deputy City Manager
 Scott Ferris, Director, Parks, Recreation & Waterfront
 Farimah Brown, City Attorney
 Ann-Marie Hogan, City Auditor
 Mark Numainville, City Clerk
 Matthai Chakko, Assistant to the City Manager

RESOLUTION NO. 55,918 -N.S.

AUTHORIZING AN AGREEMENT WITH THE BERKELEY UNIFIED SCHOOL DISTRICT FOR MUTUAL FACILITY USE, SITE DEVELOPMENT, SERVICES, FEES AND PAYMENT SCHEDULE.

BE IT RESOLVED by the Council of the City of Berkeley as follows:

That the City Manager is hereby authorized to enter into an agreement with the Berkeley Unified School District for mutual facility use, site development, services, fees and a payment schedule for Berkeley Unified School District's outstanding account, without interest as follows:

1. First Payment upon ratification of agreement		\$ 85,000
2. Second Payment	July 1991	75,000
3. Third Payment	July 1992	125,000
4. Fourth Payment	July 1993	<u>74,801</u>
	TOTAL	\$359,801

FURTHER RESOLVED, that the agreement shall be effective July 1, 1990.

FURTHER RESOLVED, that a record signature copy of said agreement is to be on file in the office of the City Clerk.

Copies sent 6/13/91

To: Auditor
Berkeley Unified School
District
Health & Human Services

RESOLUTION

No. 55,918 N.S.

Dated June 4, 1991

Adopted by the Council of the City of Berkeley by the following vote:

Ayes: Councilmembers Chandler, Collignon, Dean, Goldfarb, Shirek,
Skinner, Wainwright, Woodworth, and President Hancock.

Noes: None.

Abstaining: None.

Absent: None.

Uri Hancock
Mayor and President of the Council

Attest Marie McKechnie
City Clerk and Clerk of the Council

June 4, 1991

A G R E E M E N T

THIS AGREEMENT, made and entered into this 14th day of May 1991, by and between the CITY OF BERKELEY, a municipal corporation, hereinafter called CITY, and the BERKELEY UNIFIED SCHOOL DISTRICT, hereinafter called DISTRICT,

WITNESSETH:

WHEREAS, for a number of years the City and District have mutually provided services, site development and facility use through mutual understanding and various agreements; and

WHEREAS, in the spirit of cooperation, the City and District have entered into negotiations to clarify and continue the mutual facility use, site development and services; and

WHEREAS, the effective date for the agreement shall commence on July 1, 1990;

WHEREAS, this agreement only governs the specific items described herein and shall not be construed to waive any rights or debts otherwise due either party.

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

Section 1. Berkeley High School Donahue Gym

As of January 7, 1991, the City will relocate its activities from Berkeley High School Donahue Gymnasium complex to King Junior High School's Gym.

Section 2. Use of District Properties

The District encourages the use of its facilities by the City.

Priority on use of District properties will be as follows:

- a. District
- b. City
- c. Others

It is agreed that the City and District will charge each other for the use of their facilities based on direct cost, defined as follows:

Direct costs are actual and necessary costs which create a financial liability to the lessor by the lessee. These costs shall include, but are not limited to, personnel overtime, utilities, equipment, and supplies required by the use. Also included are the costs to repair damage caused during such use.

It is agreed that both parties will inform each other on or before January 1 of each year what facilities they would like to schedule for their use for the subsequent fiscal year, starting July 1 through June 30.

City and District will agree annually on direct cost rates on or before January 1 for the subsequent fiscal year starting July 1.

Section 3. King Junior High School Outdoor Recreational Facilities Development

The City and District agree to jointly study the further development of the outdoor recreational facilities at King Junior High School.

Section 4. King Junior High School Tennis Courts

If the City obtains funds for the rehabilitation of the five (5) tennis courts at King Junior High School, the District will lease these courts to the City at no cost for a term ending December 31, 2020 or twenty-five (25) years, whichever is longer.

The District shall close the King Junior High School tennis courts at such time as the City and District determine that they are unsafe.

Section 5. Measure Y Parks

The City and District have five (5) agreements on Measure Y Parks. The maintenance of the Measure Y Parks shall be as follows:

- a. The City will fully maintain King Junior High and Thousand Oaks Measure Y Parks.
- b. The District will fully maintain Le Conte, Malcolm X and Columbus Measure Y Parks.
- c. Under this agreement, there will be no need for billing between the City and District in regard to maintenance of Measure Y Parks.
- d. There is no existing agreement between the City and District in regard to the Measure Y Parks at John Muir and Washington School. Therefore, the District will continue to maintain John Muir and Washington School Measure Y Parks.
- e. This agreement will require that the four (4) existing agreements on Measure Y Parks be canceled (King Junior High School, Le Conte, Thousand Oaks, and Malcolm X). Further, the Columbus agreement shall be amended to provide only for City interest to promote eligibility of East Bay Regional Park District's County AA Bond moneys.
- f. The District will then enter into new twenty-five (25) year lease agreements with the City for King Junior High School and Thousand Oaks park lands or for a period ending December 31, 2020.
- g. The District has basic requirements for the use of all District properties, including its fields. These requirements include:

- i. Permit for use of facilities.
- ii. Minimum insurance.
- h. The District extends these same requirements to Measure Y Parks, except Thousand Oaks and King Junior High School which the City will manage.
- i. The District and City will separate the utility services for the Measure Y Parks at Thousand Oaks and King Junior High School, where feasible.
- j. The District will continue to allow public access to Measure Y Parks between the hours of 8:30 A.M. to sunset, except during school hours.
- k. The City will use \$40,000 of County AA money to rehabilitate the Columbus School, Measure Y Park.
- l. The District will maintain the Columbus School Measure Y Park in accordance with generally accepted field maintenance standards, as mutually agreed to by the City and District.

Section 6. Mental Health Center Rental (1925 Derby Street)

The District will waive rental fees for the period July 1, 1989 through June 30, 1993. Thereafter, the rental rate will be based on the District's direct costs.

Section 7. Old City Hall Custodial Overtime Facility Meetings

The City will be charged one (1) hour of custodial overtime for the set-up and clean-up for each meeting. In addition, the City will be charged for custodial overtime when a meeting extends past 11:00 P.M. in 15-minute increments.

Section 8. Pools

Effective July 1, 1990, the City will operate and maintain all pools except for the locker rooms and showers at Berkeley High School. It is further agreed that the costs of use for Willard Junior High School, King Junior High School, Berkeley High School, and West Campus pool will include maintenance, operating and capital improvement costs. It is agreed that capital improvement costs will be amortized over the useful life or within the remaining lease term of the capital improvements and will be charged back to the District based on hours of use with a minimum District share of twenty percent (20%) of capital improvement costs. All capital improvements must be mutually agreed to by the City and District prior to construction. The maintenance and operations costs will be charged back to the District based on actual hours of use.

The District will inform the City on or before June 1 of each year what facilities it would like to schedule for its use for the subsequent fiscal year beginning July 1 through June 30.

The District will have first priority on the use of all pools

between the hours of 8:00 A.M. and 5:00 P.M. on school days. The District is open to negotiations with the City on joint use of pools during school hours.

The existing lease agreements on pool are as follows:

<u>SCHOOL</u>	<u>LEASE BEGIN</u>	<u>LEASE END</u>
Willard	1/01/63	12/31/03
King	11/23/65	11/22/05
West Campus	7/15/64	7/14/04
Berkeley High	12/07/82	12/06/07

The Alameda County AA Bond funding requires a minimum of twenty-five (25) years lease in order to obtain this money. Therefore, it is in the best interest of the City and District to extend all pool leases so that there would be a minimum remaining lease period of twenty-five (25) years. Further, it is desirable that all pool leases expire simultaneously.

Therefore, all four existing pool leases shall be extended to December 31, 2020. Upon completion of the leases for the pool at King, Willard and West Campus the buildings, equipment and apparatus will revert to City's ownership.

Further, the District may wish to develop any or all of the properties on which existing pools are located. The District has the option of relocating any and all of its existing pools on the existing site or to another site, said location to be done at the cost of the District to a site mutually agreed to between the City and District.

Section 9. Quarterly Meetings: City and District

The City and District staff will hold quarterly meetings to communicate with each other on the implementation of the various sections of the agreement between the City and the District.

Section 10. Open Space

The City and the District agree it is desirable to maintain open space. If school sites are withdrawn from school use, the District will make every effort to maintain adequate open space consistent with the District's development objectives and in accordance with Measure N.

Section 11. Building Permits

The City will exempt the District from the City requirement of obtaining building permits only for building construction fees that relate to educational projects.

Section 12. Election Costs

The District will be paid the current flat rate for polling places as established by Alameda County and the City at school sites used as polling places.

Section 13. District/City Sub-Lease of Mutual Property

The City and District will not sub-lease any property rented from one another, except to the extent provided in any existing lease between City and District not specifically incorporated herein.

Section 14. Summary of Account Outstanding

The parties owe each other sums of money as set forth in Attachment 2 for the provision of services specified in the attachment. Nothing in this section shall modify, abrogate or otherwise govern any obligation not specifically described in such attachment. After accounting for offsetting charges for the period July 1, 1986 through June 30, 1990, the District shall pay the City the amount of \$359,801 over a three year period without interest as follows:

a. First payment upon ratification of this agreement		\$ 85,000
b. Second payment	July 1991	75,000
c. Third payment	July 1992	125,000
d. Fourth payment	July 1993	74,801
	TOTAL	\$ 359,801

IN WITNESS WHEREOF, first party has hereunto set its corporate name and seal by its officers thereunto duly authorized and second party has hereunto set its name by its officers thereunto duly authorized, the day and year first above written.

CITY OF BERKELEY

By _____
Mayor

By _____
City Manager

By _____
City Clerk

Registered by:

Approved as to form:

By _____
City Auditor

City Attorney

BERKELEY UNIFIED SCHOOL DISTRICT

By _____
President of its Board of Education

By _____
Secretary of its Board of Education

Approved as to form:

District Attorney

COPY

polling places.

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CITY OF BERKELEY

By Carla Woodworth
Mayor

By [Signature]
City Manager

By _____
City Clerk

Registered by:
By Anna Parkin
City Auditor

Approved as to form:
Katharine J. Lee
Deputy City Attorney

BERKELEY UNIFIED SCHOOL DISTRICT

By Deane R. Hegarty
President of its Board of Education

By [Signature]
Acting Superintendent of Schools

CITY OF BERKELEY AND BERKELEY UNIFIED SCHOOL DISTRICTS

SUMMARY OF ACCOUNTS OUTSTANDING

DESCRIPTION	CHARGES TO CITY	CHARGES TO DISTRICT
1. City billing for swim centers at King, West Campus, and Willard		
1987		\$ 58,145
1988		49,325
1989		40,020
1990		30,435
2. District bill for swim pool at Berkeley High		
1987	\$ 16,218	
1988	15,160	
1989	16,940	
1990	18,998	
3. City billing for Berkeley High swim pool maintenance		
1987		13,000
1988		14,449
1989		15,458
1990		21,562
4. City billing for Measure Y Parks		
1989		85,000
1990		85,000
5. City billing for playground equipment replacement		
1989		19,000
1990		19,000
6. District billing for Columbus Measure Y Park maintenance		
1989	10,000	
1990	2,000	
7. District billing Donahue Gym		
1988	7,000	
1989	7,000	
1990	7,000	

SUMMARY OF OUTSTANDING ACCOUNTS
 May 7, 1991
 Page 2

DESCRIPTION	CHARGES TO CITY	CHARGES TO DISTRICT
8. District billing for West Campus Gym		
1988	0	
1989	0	
1990	\$ 5,000	
9. District billing for summer play- ground 5 sites		
1989	0	
1990	401	
10. District billing for rental of East Campus bld. for Mental Health		
1989	waived	
1990	waived	
11. District rent not paid to District		
1990	10,683	
12. Double payment District owe City		
1986		\$ 25,807
GRAND TOTAL	\$ 116,400	\$ 476,201