



# City of Chula Vista

## Staff Report

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**File#:** 14-0287, **Item#:** 8.

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RESOLUTION NO. 2014-124 OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CHULA VISTA YOUTH SPORTS COUNCIL FOR THE PROVISION OF ENHANCED PARKS MAINTENANCE SERVICES

### **RECOMMENDED ACTION**

Council adopt the resolution.

### **SUMMARY**

City Council approved a Memorandum of Understanding (the "MOU") between the City and the Chula Vista Youth Sports Council ("YSC") on September 18, 2012. The MOU identified each party's intentions for the provision of supplemental athletic field maintenance in designated City parks, and how those supplemental field maintenance services would be provided and funded. The initial MOU carried a term of approximately twelve months, and expired on June 30, 2013. The City and the YSC have mutually agreed to enter into another MOU with a term of twelve (12) months with an option to extend the MOU for another year upon mutual consent.

### **ENVIRONMENTAL REVIEW**

The Environmental Review Coordinator has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity, approval of a Memorandum of Understanding for the provision of enhanced park maintenance services, is not a "Project" as defined under Section 15378 (b)(4) of the State CEQA Guidelines because it does not involve a physical change to the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

### **BOARD/COMMISSION RECOMMENDATION**

On May 22, 2014, the Parks & Recreation Commission voted unanimously to recommend that the City Council approve the proposed MOU. An excerpt from the May 22 meeting minutes is attached as item "A".

### **DISCUSSION**

City staff and the YSC are recommending the approval of the proposed MOU, attached as item "B".

An MOU between the organizations was originally motivated primarily as a way to provide additional maintenance to the athletic fields in City parks, which were deteriorating due to a combination of reduced maintenance and heavy usage. Prior to entering into the existing MOU, City Council considered and rejected a fee increase in order to keep cost to participants affordable. The reduced maintenance levels were negatively impacting the YSC member-organization's ability to conduct their programs and activities. Maintenance budgets have not increased to pre-recession levels, demand for fields continues to increase, and the YSC has indicated a desire to renew the MOU to keep fields

in the best possible playing condition. The proposed MOU identifies the YSC's intent to continue to provide both monetary donations and task specific volunteer labor to allow for enhanced field maintenance. Monetary donations continue to be designated for athletic field maintenance exclusively, and are accepted by the City and placed in a non-interest bearing deposit account. Expenditures from the account will continue to require the approval of two designated members of the YSC. Based on quarterly Field Management Reports and Improvement Recommendation Reports, YSC and City staff will work together to identify specific projects and tasks to be completed by YSC volunteers as task specific sweat equity that is supervised by City staff.

The YSC, at their regular meeting on January 9, 2014, voted to endorse and support the proposed MOU, and to authorize the President of the YSC to sign the proposed MOU on the YSC's behalf. On May 8, 2014, the YSC President's Committee approved a modification to the MOU which updated the number of allocated acres from 88.5 acres to 77.7 acres. The reduction in acreage was a result of several fields being removed from the list of allocated fields and set apart exclusively for rentals by the Recreation Department. An excerpt from the meeting notes of the January 9 YSC meeting, along with a statement from YSC President, Victor Arizpe, is attached as item "C". The proposed MOU has a term of 12 months with the option to extend upon mutual consent for another 12 months.

Monetary donations from the YSC members would continue to be \$11 per registration (each participant, each season), as was specified in the existing MOU. Donations would not be requested from families requiring financial assistance.

The existing YSC MOU included a provision for trash pickup, graffiti removal and minor maintenance to be completed on Sundays as part of a defined sweat equity program performed at designated City parks. As part of the sweat equity program, YSC would solicit volunteer labor commitments from participants with the intent to acquire sufficient volunteer labor recourses to allow for the full implementation of a "YSC Volunteer Work Crew".

The City and YSC recognized that not all parents would be willing or able to provide hands-on-labor, so a "buy-out" provision was included in the existing MOU. A family not able or willing to provide labor would be able to donate \$15 per participant/organization per year, which in turn would be utilized to offset City staff costs for providing the same service. While the City and the YSC did not anticipate a high level of participation in the buy-out option, both parties agreed that a sweat equity program would enable the YSC to provide supplemental field maintenance without the burden of increased cost to participants.

Initially the program appeared to be successful; however, enthusiasm slowly diminished and volunteerism dropped on Sundays. Without the authority to require members to participate in the volunteer labor, the program became difficult to manage. City staff faced difficulty identifying and quantifying the work done by YSC volunteers due to the types of miscellaneous tasks being performed and the irregularity of volunteers available each week. In response, the City and YSC are recommending the "buy-out" option be eliminated and field maintenance by volunteers be performed on a task specific sweat equity basis. By identifying specific tasks and projects, the YSC is better able to organize and manage volunteer groups on an individual project basis, ensuring that the end results and benefits of the work will be evident.

In addition to paying for field fertilizer and aerification several times per year, the YSC and City staff

recently identified and agreed upon several task specific projects to significantly improve field conditions. As a result, \$84,000 from the cash deposit account collected by YSC, plus task specific sweat equity, was invested in order to renovate and seed at Discovery Park Ball Fields, Rohr Park Fields 17 & 18, Terra Nova Park, Otay Park and Harvest Park.

The MOU as proposed does not mandate or require a donation, but simply identifies services that could be provided if donations were received. However, the YSC, through its member organizations, did provide both donations and labor during the term of the existing MOU, and there is every indication that they would continue to do so during the term of the proposed MOU. Both parties fully understand the desirability for the supplemental services, and the potential for field closures if those services are not provided. There is also a great deal of flexibility intentionally built into the agreement's structure to allow both parties to address current field conditions. Moreover:

- Specific services can be discussed between the YSC and the City at any time. If a service is not needed or warranted, or if another service is identified as a higher priority, the donated monies can be used to provide those services upon mutual consent.
- The use of a deposit account provides the ability to carry donated funds between fiscal years, and allows funds to accumulate if they are not used in any particular year.

Since mid-November of 2011, when the existing MOU was approved, the organizations in the YSC have donated \$136,368, and have been providing volunteer labor crews on a consistent basis, primarily providing trash management at six selected park locations and now providing task specific sweat equity and park improvements. These volunteer efforts have allowed City parks maintenance staff to provide supplemental services to enhance the condition of parks. Specifically, they have allowed staff to aerate and apply fertilizer to most playing fields, and have supplemented an irrigation crew's efforts to maximize the effectiveness of irrigation systems on the fields that were fertilized. The combination of these services provides for healthier turf that is better able to withstand heavy use.

### **DECISION-MAKER CONFLICT**

Staff has reviewed the decision contemplated by this action and has determined that it is not site specific and consequently, the 500-foot rule found in California Code of Regulations section 18704.2 (a)(1), is not applicable to this decision. Staff is not independently aware, and has not been informed by any City Council member, of any other fact that may constitute a basis for a decision maker conflict of interest in this matter.

### **LINK TO STRATEGIC GOALS**

The City's Strategic Plan has five major goals: Operational Excellence, Economic Vitality, Healthy Community, Strong and Secure Neighborhoods and a Connected Community. This action supports the goal of a Healthy Community, which includes providing parks and recreational opportunities that residents can enjoy. The combination of sweat equity and additional fertilization provides for healthier turf that is better able to withstand heavy use to allow for continued enjoyment of the sports fields.

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**CURRENT YEAR FISCAL IMPACT**

There is no net fiscal impact to the General Fund in the current fiscal year. The monetary contributions and YSC task specific sweat equity will help prevent the closure of fields allocated to the YSC. The donating and task specific help leverage park maintenance resources.

**ONGOING FISCAL IMPACT**

No net ongoing General Fund fiscal impact is anticipated.

**ATTACHMENTS**

"A" - Excerpt from the May 22, 2014 meeting minutes of the Parks and Recreation Commission.

"B" - Proposed MOU between the City and the Youth Sports Council

"C" - Excerpt from the January 9, 2014 meeting notes of the YSC President's Committee and statement from YSC President, Victor Arizpe

*Staff Contact: Iracsema Quilantan*