



SAN DIEGO CITY SCHOOLS

EUGENE BRUCKER EDUCATION CENTER ♦ 4100 Normal Street, San Diego, CA 92103-2682 ♦

Office of the Superintendent

Executive Summary Board Date: November 13, 2001

SUBJECT: Resolution of Intent to Provide Joint Use of the Ellen Browning Scripps Elementary School Parking Lot		OPEN/ACTION
		INFORMATION
	X	CONSENT

Recommendation(s):

Approve the resolution in the matter of intention to issue requests for proposals for joint use of the Ellen Browning Scripps Elementary School parking lot for the express purpose of leasing said parking lot to a nonprofit school/parent organization for the express purpose of operating a community farmers market to benefit the Ellen Browning Scripps Elementary School and the Scripps Ranch community.

Summary of Previous Board of Education Discussion and Action:

None.

Summary of Key Issue(s):

An opportunity exists to provide for a joint-use agreement with a nonprofit school/parent organization for the use of the Ellen Browning Scripps Elementary School parking lot to hold a community farmers market each Saturday for the benefit of the school and the community. To ensure equal opportunities for all nonprofit organizations, the Board of Education will need to declare its intent to consider proposals for the joint use of its operating sites before entering into a joint-use agreement with any one entity.

Fiscal Analysis:

There are no anticipated costs to the district. The successful nonprofit organization will be responsible for all costs associated with the use of the parking lot for the farmers market and will be required to pay to the district a fee not less than 1 percent of the gross sales on a quarterly basis; interest earned during the quarter may be retained by the organization for operational expenses and advertising costs. When gross sales reach \$10,000 per week, the organization will be required to pay to the District a charge for the use of the parking lot not less than 2 percent of the gross sales and not less than 2 ½ percent when the gross sales reach \$15,000.

Chief Operating Officer

Chief of Staff

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SAN DIEGO UNIFIED SCHOOL DISTRICT

“The mission of San Diego City Schools is to improve student achievement by supporting teaching and learning in the classroom.”

Facilities Management
Facilities Asset Management

RESOLUTION OF INTENT TO PROVIDE
JOINT USE OF THE ELLEN BROWNING SCRIPPS ELEMENTARY SCHOOL
PARKING LOT
November 13, 2001

Issue

An opportunity exists to provide for a joint-use agreement with a nonprofit school/parent organization for the use of the Ellen Browning Scripps Elementary School parking lot for the benefit of the school and the Scripps Ranch community.

Background

Ellen Browning Scripps Elementary School and Facilities Management have been approached by the Ellen Browning (E. B.) Scripps Academic Fundraising Partnership (AFP), a nonprofit organization, for joint use of the Ellen Browning Scripps Elementary School parking lot. The proposal involves the use of the Scripps parking lot to hold a community farmers market each and every Saturday for the benefit of the members of the community and Ellen Browning Scripps Elementary School. The proposal will assist Ellen Browning Scripps Elementary School in becoming a focal point and source of pride within its community, improve and enhance its relationship with the Scripps Ranch community and Scripps Villages, allow members within the community an opportunity for positive interaction with the school and one another, and provide a market for community members' home-grown produce. Scripps Elementary's Associated Student Body (ASB) also will benefit from receiving a percentage of the gross sales from the farmers market.

Education Code Sections 17527 and 17466 allow for joint use of operating school sites by nonprofit organizations, community agencies and other entities, with the exception of private educational institutions that maintain Kindergarten or Grades 1 to 12 inclusive. Prior to entering into a lease for the joint use of school facilities or grounds, the Board of Education must determine that the proposed joint use will not do any of the following:

- (a) interfere with the educational program or activities of any school or class conducted upon the real property or in any building;
- (b) unduly disrupt the residents in the surrounding neighborhood;
- (c) jeopardize the safety of the children of the school.

The Education Code further states that the local agency having general planning jurisdiction may require the school district to adhere to appropriate zoning ordinances, use permits and safety codes for uses other than public or education-related uses. The terms of the lease also may not exceed five years.

Meetings have been held among the site administrator, E. B. Scripps AFP, and Cassity Productions, a consulting firm working with E. B. Scripps AFP. The site administrator is receptive to the proposal in an effort to enhance the school's image with the community and foster increased joint use of public resources in ways that best serve the community and school while optimizing the use of existing resources.

To ensure equal opportunities for all nonprofit organizations, the Board of Education will need to declare its intent to consider proposals for the joint use of Ellen Browning Scripps Elementary before entering into a joint use agreement with any one entity. Such proposals will be pursuant to the terms and conditions stated in the resolution and contained in a joint-use agreement which would be executed in favor of the proposal which best meets the needs of the district, the school and community. The notice inviting such proposal must be advertised a minimum of three weeks.

The proposal would allow for a nonprofit organization to enter into an agreement with the district for the express purpose of operating a farmers market, of which a percentage of the gross sales will be used for the benefit of Ellen Browning Scripps Elementary School. The agreement will allow the nonprofit organization to contract with a farmers market consultant to operate the farmers market. In lieu of rent being charged for the use of district property, the consideration will be the benefit to the school and the Scripps Ranch community. Appropriate liability insurance, use and clean-up of the site and any and all necessary use permits, safety codes, etc., will be the responsibility of the nonprofit organization.

The E. B. Scripps AFP and Cassity Productions, in their zeal to begin and prior to meeting with appropriate district staff, made commitments for the farmers market to begin December 1, 2001. In an effort to be supportive and collaborative with community and school efforts to maximize resources, a civic center permit, with appropriate insurance and permit fees, will be issued as an interim measure to allow the activity to take place beginning November 24, 2001 through January 5, 2002. Issuance of the civic center permit, however, does not guarantee that the successful bidder for the proposal to lease a portion of the Scripps parking lot for operating a farmers market will be the E. B. Scripps AFP. Other nonprofit entities will have an opportunity to submit proposals that may better meet the goals of the Ellen Browning Scripps Elementary School and the community.

Public Support and Engagement

The E. B. Scripps AFP, which has proposed the joint use of the Scripps site, indicates it has the support of the community for the proposed project. The process for issuance of a Conditional Use Permit (CUP), which may be required by the City of San Diego, would provide for additional community involvement and provide a forum for both support and any concerns which may be expressed by the surrounding neighborhood. The requirement of the Education Code for the Board of Education to ensure that any use of school district property under a joint-use agreement does not “unduly disrupt the residents in the surrounding neighborhood,” will be satisfied through either a CUP or other method, such as a canvas or notice to the immediate neighborhood. Such requirements will be included in the resolution of intent and made the responsibility of the nonprofit organization.

Budget Implications

The successful nonprofit organization will be responsible for any and all costs associated with the use of the parking lot for the sole purpose of operating a farmers market for the benefit of the community and Ellen Browning Scripps Elementary School. The nonprofit organization shall provide the school district with a complete accounting of the weekly sales and shall pay to the school district a fee not less than one

(1) percent of the gross sales on a quarterly basis. Interest earned during the quarter may be retained by the nonprofit organization for operational expenses and advertising cost. At such time as the gross sales from the Scripps Ranch farmers market reaches \$10,000 per week, the nonprofit organization will be required to pay the school district a charge for the use of the parking lot not less than two (2) percent of the gross sales. At such time as the gross sales from the Scripps Ranch farmers market reaches \$15,000 per week, the nonprofit organization will be required to pay the school district a charge for the use of the parking lot not less than two and one-half (2 ½) percent of the gross sales. There are no anticipated costs to the district.

Instructional Program Implications

There are no instructional program implications.

Facilities Implications

The nonprofit school/parent organization will be responsible for maintaining the parking lot and surrounding landscape areas after each use by removing all litter, trash, bottles, cans, etc. A portable restroom facility will be provided and maintained by the nonprofit organization and/or its market consultant.

Policy Implications

This report is consistent with board policies D-4000, D-4010, E-2350, E-2450 and K-4000. No revisions to administrative procedures are required.

Recommendation

The superintendent recommends that the Board of Education approve the resolution in the matter of intention to seek requests for proposals for joint use of the Ellen Browning Scripps Elementary School parking lot for the express purpose of leasing said parking lot to a nonprofit school/parent organization for the express purpose of operating a community farmers market to benefit the Ellen Browning Scripps Elementary School and the Scripps Ranch community.

Report prepared by Louis M. Smith, chief operating officer, Facilities Management; and Randy White, administrative aide, Facilities Management.

RW/feb

BSDSH FARMERS EB SCRIPPS 11113

BOARD OF EDUCATION
SAN DIEGO UNIFIED SCHOOL DISTRICT

SAN DIEGO, CALIFORNIA

In the Matter of Intention to Issue Requests)
For Proposals for Joint Use of Real Property) RESOLUTION
Owned by the San Diego Unified School)
District and Notice Inviting Proposals Pursuant)
to Education Code Sections 17527 and 17466)

On motion of Member _____, seconded by Member _____,
the following Resolution is adopted:

The San Diego Unified School District of San Diego County, California, is the owner of certain real property known as Ellen Browning Scripps Elementary School site, 10380 Spring Canyon Road, San Diego, CA 92131.

In the judgment of this Board, it is in the public interest to cooperate at this time in the joint use of a portion of the Ellen Browning Scripps Elementary School site for the express purpose of issuing a permit to a local nonprofit organization to operate a community farmers market to benefit Ellen Browning Scripps Elementary School and the surrounding community. NOW, THEREFORE.

BE IT RESOLVED by the Board of Education of the San Diego Unified School District of San Diego County, California, that pursuant to Sections 17527 and 17466, of the Education Code of the State of California, this Board finds that a portion of Ellen Browning Scripps Elementary School, more specifically described on Exhibit "A" attached hereto and by this reference incorporated herein, is available for joint use for the express purpose of issuing a permit to a local nonprofit organization to operate a community farmers market to benefit Ellen Browning Scripps Elementary School and the surrounding community.

BE IT FURTHER RESOLVED that no school buildings will be used by the nonprofit organization for the operation of the farmers market. Portable restroom facilities will be provided and maintained by the nonprofit organization at no cost to the District and solely at the expense of the nonprofit organization in accordance with location plans and specifications approved by the District in advance of placement of the portable facilities on school district property.

BE IT FURTHER RESOLVED that this Board hereby declares its intention to consider proposals for the use of the parking lot by a local nonprofit organization for the purpose of operating a community farmers market to benefit Ellen Browning Scripps Elementary School and the surrounding community pursuant to the terms and conditions stated below and to be contained in the form of a Joint Use Permit, which will be executed in favor of the proposal which best meets the needs of the District.

Said proposal must be in the form of a permit or letter stating the purpose and benefit to Ellen Browning Scripps Elementary School and the surrounding community, the percentage of gross sales that will be remitted to the District, the use, if any, of a marketing consultant, the responsibilities of the nonprofit organization including but not limited to liability insurance, litter removal and clean-up of the site and surrounding landscape areas after each and every use, adherence to appropriate zoning ordinances, conditional use permits, and safety codes, etc. as required by the local jurisdiction, method by which the community will be informed of the proposed use and how the concerns of the community, if any, will be addressed, and a statement that use of the subject property will not (a) interfere with the educational program or activities of any school or class conducted upon the real property or in any

building; (b) unduly disrupt the residents in the surrounding neighborhood; nor (c) jeopardize the safety of the children of the school.

BE IT FURTHER RESOLVED that the permit for use of the herein-described property shall be issued for a period of one (1) year, commencing on January 9, 2002 and terminating January 8, 2003 and may be renewed annually with prior approval by the Board of Education

BE IT FURTHER RESOLVED that unless otherwise approved by the District in writing, the successful nonprofit organization's use of the property shall be limited to Saturdays only.

BE IT FURTHER RESOLVED that the successful nonprofit organization agrees to cooperate with Ellen Browning Scripps Elementary School to schedule use of the property by Ellen Browning Scripps Elementary if required for special school activities over and above regularly scheduled school hours, Monday through Friday.

BE IT FURTHER RESOLVED that the successful nonprofit organization shall be required to provide the District a complete accounting of the weekly sales and shall pay to the District a fee not less than one (1) percent of the gross sales on a quarterly basis; interest earned during the quarter may be retained by the nonprofit organization for operational expenses and advertising costs. At such time as the gross sales from the community farmers market reaches Ten Thousand and no/100 Dollars (\$10,000) per week, successful nonprofit organization will be required to pay to the District a charge for the use of the parking lot not less than two (2) percent of the gross sales. At such time as the gross sales from the community farmers market reaches Fifteen Thousand and no/100 Dollars (\$15,000) per week, successful nonprofit organization will be required to pay to the District a charge for the use of the parking lot not less than two and one-half (2 ½) percent of the gross sales. At the discretion of the District, an audit of the nonprofit organization may be conducted in conjunction with or separate from an audit of the Ellen Browning Scripps Elementary School ASB or foundation.

BE IT FURTHER RESOLVED that the successful nonprofit organization agrees to defend, indemnify and save harmless District, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with successful nonprofit organization's operations, under this Permit, including challenges to the legality of the Permit as well as any Worker's Compensation suits, liability, or expense, arising from or connected with services performed on behalf of successful nonprofit organization by any person pursuant to this Permit. Successful nonprofit organization's duty to indemnify District shall survive the expiration or other termination of this Permit as to any claims occurring prior to its expiration or termination.

BE IT FURTHER RESOLVED that the successful nonprofit organization shall provide insurance coverage for comprehensive general liability for a combined single limit of a minimum of One Million and no/100 Dollars (\$1,000,000.00) per occurrence. Successful nonprofit organization shall supply District, on forms acceptable to District, with appropriate certificates and endorsements of insurance and evidence that successful joint user has met the aforementioned insurance requirements.

BE IT FURTHER RESOLVED that it shall be the responsibility of the successful nonprofit organization to pay for all utilities, taxes, or fees associated with his or her use of the premises

during the term of the Permit or any extensions thereof. It will also be the responsibility of the successful nonprofit organization to inform the community of such use and address concerns of community if any.

BE IT FURTHER RESOLVED that this Board authorizes the Chief Operating Officer, Facilities Management, or his designee, to open sealed proposals for joint use of said property as specified in the Proposal Information Packet.

BE IT FURTHER RESOLVED that each proposal must be accompanied by a certified or cashier's check in the amount of One Thousand and no/100 Dollars (\$1,000.00) made payable to the order of the San Diego Unified School District of San Diego County, California, as a guarantee that the successful joint occupant will execute the Permit upon final acceptance of his/her proposal and will be declared forfeited if the successful joint occupant refuses to execute the Permit after being requested to do so by this Board. This Board reserves the right to reject any and all proposals and to withdraw this property from joint occupancy; also, to waive any informality in the proposal process.

BE IT FURTHER RESOLVED that proposals are due by and will be accepted until 4 p.m., Wednesday, December 5, 2001, in the Facilities Asset Management office, San Diego Unified School District, 4860 Ruffner Street, M&O Annex, Room 2, San Diego, CA 92111; Attention: Randy White.

BE IT FURTHER RESOLVED that any alteration of the conditions set forth in the Proposal Information Packet shall result in the proposal submitted being considered nonresponsive by the District.

BE IT FURTHER RESOLVED that proposals shall not be accepted from employees of the San Diego Unified School District of San Diego County, California.

BE IT FURTHER RESOLVED that proposal deposits shall be held by the District until such time that this Board meets in public session and considers all proposals submitted. Proposal deposits shall be returned to unsuccessful proposers by U.S. mail following said public Board meeting. The deposit provided by the successful nonprofit organization shall be returned by U.S. mail to the successful nonprofit organization upon execution of the Permit.

PASSED AND ADOPTED by the Board of Education of the San Diego Unified School District, San Diego, California, at a public meeting thereof duly called and held this 13th day of November 2001, by the following vote:

AYES: members

NAYS: members

ABSENT: members

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, CHERYL WARD, Board Action Officer San Diego Unified School District of San Diego, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted by said Board at a

meeting thereof at the time and place and by the vote above stated, which Resolution is on file and of record in the office of said Board.

Board Action Officer
San Diego Unified School District