



PARKS AND RECREATION COMMISSION REGULAR MEETING AGENDA

Wednesday, July 25, 2012 at 6:30 p.m.
501 Laurel Street, Menlo Park, CA 94025
Arrillaga Family Gymnastics Center
Multi-Purpose Room

PLEASE NOTE MEETING LOCATION

CALL TO ORDER

ROLL CALL – J. Cebrian (Chair), C. Carlton (Vice Chair), K. Blythe, T. Cecil, A. Kirkpatrick, N. Naclerio, J. Tooley

A. PUBLIC COMMENT #1 (Limited to 30 minutes)

Under “Public Comment #1”, the public may address the Commission on any subject not listed on the agenda and items listed under the Consent Calendar. Each speaker may address the Commission once under Public Comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

B. CONSENT CALENDAR

B1. Approval of minutes dated June 20, 2012

C. STUDY SESSION

C1. Menlo- Atherton Performing Arts Center Overview (staff report)

D. REPORTS AND ANNOUNCEMENTS

D1. Tinker Park Update (attached)

E. INFORMATION ITEMS

E1. Director’s Update (memo)

F. PUBLIC COMMENT #2 (*This item is optional*)

Under “Public Comment #2”, the public may address the Commission on any subject not listed on the agenda and items listed under the Consent Calendar. Each speaker may address the Commission once under Public Comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The Commission cannot act on items not listed on the agenda and, therefore, the Commission

cannot respond to non-agenda issues brought up under Public Comment other than to provide general information

G. ADJOURNMENT

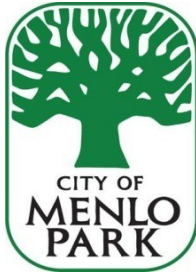
Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at <http://www.menlopark.org> and can receive e-mail notification of agenda and staff report postings by subscribing to the "Home Delivery" service on the City's homepage. Agendas and staff reports may also be obtained by contacting the Community Services Department at (650) 330-2200. Copies of the entire packet are available at the library for viewing and copying. (Posted: 7/20/12)

At every Regular Meeting of the Commission, in addition to the Public Comment period where the public shall have the right to address the Commission on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during the Commission's consideration of the item.

At every Special Meeting of the Commission, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during consideration of the item.

Any writing that is distributed to a majority of the Commission by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available for inspection in the Arrillaga Family Recreation Center, 700 Alma Street, Menlo Park, CA 94025 during regular business hours.

Persons with disabilities, who require auxiliary aids or services in attending or participating in Commission meetings, may call the City Clerk's Office at (650) 330-6620.



**PARKS AND RECREATION COMMISSION
MINUTES**

Wednesday, June 20, 2012

6:30 p.m. – 700 Alma Street, Menlo Park, CA 94025

Arrillaga Family Gymnastics Center,
Multi-Purpose Room

Meeting was called to order at 6:30 p.m.

PRESENT – K. Blythe (Chair), C. Carlton, T. Cecil, J. Tooley (Vice Chair)

ABSENT – J. Cebrian, A. Kirkpatrick, N. Naclerio

Staff Present – Cherise Brandell, Community Services Director

Minutes:

A. PUBLIC COMMENT #1:

B. CONSENT CALENDAR

1. Approval of minutes dated April 18th, 2012

ACTION: Motion and second (Blythe/Cecil) to approve the minutes of April 18. Motion passes unanimously with all present members in favor.

C. REGULAR BUSINESS

1. Election of Chair and Vice Chair

ACTION: Motion and second (Tooley/Blythe) to nominate James Cebrian as Chair person, and Catherine Carlton as Vice Chair. Motion passes unanimously with all present members in favor.

2. Discussion of possible date change for meetings (Requested by Commissioner Carlton)

ACTION: Motion and second (Carlton/Blythe) to move the commission meetings to every fourth Wednesday of a month, beginning July 25th, 2012. Motion passes unanimously with all present members in favor.

3. Department Reorganization Overview

D. REPORTS AND ANNOUNCEMENTS

1. Joint Operating Agreement with Menlo-Atherton High School for Performing Arts Center

The commission member requested:

- Review PAC in more detail at the July meeting.
- Tinker Park improvements progress report

E. INFORMATION ITEMS

1. Director's update ([attached](#))

F. PUBLIC COMMENT #2

G. ADJOURNMENT: 7:30 p.m.

Minutes submitted by Jelena Gaines



COMMUNITY SERVICES

Commission Meeting Date: July 25, 2012

Agenda Item # C-1

STUDY SESSION: Provide feedback and direction on options the City should evaluate to optimize the usage of the Menlo-Atherton Performing Arts Center as a community resource.

RECOMMENDATION:

Staff recommends the Parks & Recreation Commission review the information contained in this staff report and provide feedback and direction on how the City should optimize the usage of the Menlo-Atherton Performing Arts Center (PAC) as a community resource.

BACKGROUND

During the June 2012 Parks & Recreation Commission meeting, staff reviewed the terms of the Joint Use Agreement with the Sequoia High School District for usage of the Menlo-Atherton Performing Arts Center which was approved by City Council in 2007. Staff presented the original vision that was created prior to the theater being completed as well as the City's usage of the theater during the past three years since the opening in Fall 2009. For more details on the agreement and history, please see [Attachment A](#).

Full utilization of the City's allotted 55 annual program days at the Menlo-Atherton Performing Arts Center has not been achieved and has been challenging due to current staffing levels and budget allocations as no staff resources were added and no new budget included when the PAC opened. Additionally, restrictions on activities at Menlo Atherton High School that limit parking availability and unforeseen scheduling conflicts with the High School's calendar have further limited City use.

The original vision for the City's use of the PAC included events such as lecture series, city program recitals, youth sports education workshops, gymnastics demonstrations, and theater camps. However, many of these types of events were quickly deemed unfeasible once the building was finalized and the direct costs for using the facility were realized. The average costs for a basic single day rental for the City range from \$500-\$1000 and appear to be more than the High School originally anticipated as well. Often these direct costs are too high for local community groups and for City programs. The size of the theater, with 492 seats, has also proven to be too large for these types of events. Staff has been working on finding more appropriate options for this community resource.

The City usage of the PAC ([Attachment B](#)) for the initial three years has included three main categories including 1) community group rentals, 2) city events, and 3) summer theater camp. The most successful usage of the theater thus far has been other community groups using city-sponsored days. Some of these groups are reoccurring (i.e. Music@Menlo) while others were one-time events.

The current budget for the Performing Arts Center is approximately \$64,000 which includes staff time for coordinating with community groups and the high school; fees to use the facilities (high school reimbursement for theater manager and custodian costs); fees to pay for contactors to conduct performances; camps; additional technical expertise; and minimal expenses to pay for event marketing and part-time staff.

During the recent budget process, staff requested additional funding of \$100,000 to create a comprehensive business plan in partnership with the High School and a professional theater management company. The concept included a third party contractor which specializes in working with municipalities and operating their community theaters. Had this option been approved by Council, the contractor would have been responsible for items such as: finding and negotiating with professional performers; scheduling community rentals; providing technical expertise during the events (sound, lights, box office, etc); organizing community events like a Speaker or Film series; soliciting local cultural arts groups to develop community theater or other performances; and directly developing marketing and promotional items for events at the Performing Arts Center. One of benefits of using an existing third party contractor is the performance agreements they have in place at other regional theaters they manage which can be extended for events in Menlo Park. In addition, the contractor would provide the general expertise of operating a theater. Due to the city's challenges with achieving a balanced budget, this budget alternative was not funded for the FY12-13 fiscal year. Staff continues to evaluate other options for optimizing the utilization of the Menlo-Atherton Performing Arts Center.

In order to provide staff and the Parks and Recreation Commission with additional options to consider for optimizing use of the PAC, a summer intern working in collaboration with city staff is:

- Developing an online community assessment tool to evaluate community interest in types of future performances at the PAC. A draft of this assessment will be available for the Commission to review at the July meeting.
- Researching and designing a "Community Scholarship" process that would allow smaller community groups to use the PAC with financial assistance from the City.
- Creating a database of other community theaters in surrounding communities to help understand the PAC's unique regional appeal and competitive advantage and compare options with other area venues.

- Researching best practices and alternative solutions at other community theaters operating on high school campuses.
- Developing a strategy for identifying, recruiting, and formalizing agreements with contractors and performers to offer programs and events during the City's allotted days at the Performing Arts Center within a limited budget.

The intern will be working with the City until September. If not completed, the goal will be to finish these projects by the end of the year and bring the information back to the Parks and Recreation Commission for further review at a future meeting.

ANALYSIS

Staff is requesting feedback from the Parks & Recreation Commission on the following items:

- Does the Commission feel these projects support the goal of evaluating the options for optimizing the use of the PAC? If not, what other projects would the Commission recommend staff consider?
- What other issues or concerns does the Commission have with the City's usage of the PAC or collaboration with the Sequoia High School District/ Menlo Atherton High School?
- What role would the Commission like to play in further development of the Menlo-Atherton Performing Arts Center (i.e. review the criteria for "Community Scholarships")?

Katrina Whiteaker
Recreation Services Manager

Cherise Brandell
Director of Community Services

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

- A. Parks & Recreation Commission Staff Report June 20, 2012 – Work Plan Item #3: Develop a plan for better working relationships with the schools in Menlo Park (PAC)

**Agreement between Sequoia Union High School District and the City of Menlo Park
For the Joint Design and Use of a Performing Arts Center at Menlo Atherton High
School.**

THIS AGREEMENT, made and entered in the County of San Mateo, State of California, by and between the Sequoia Union High School District ("DISTRICT") and the City of Menlo Park ("CITY") for the purpose of entering into and defining the operating agreement for the joint design and use of a Performing Arts Center at Menlo Atherton High School, located at 555 Middlefield Road, Atherton CA, consisting of a theater with seating capacity of approximately 500, a ticket office, scenery shop, dressing rooms, a technical booth, lighting and sound systems, storage for sets and props, a snack bar, and a small theater ("black box") with seating capacity of 100 (or the ability to produce small intimate plays or meetings on the main stage in the larger theater but having the same intimacy as a black box) and all equipment that provides utility infrastructure to the overall Performing Arts Center (collectively the "Facility").

WHEREAS, the DISTRICT desires to build a modern, state-of-the-art facility to provide educational instruction and other educational opportunities in the performing arts thereby assisting the DISTRICT in its obligation to provide a public education to DISTRICT students, and;

WHEREAS, a modern, state-of-the-art facility will additionally aid the DISTRICT in meeting its obligation under the Civic Center Act to provide a forum for, among other things, recreational, educational and artistic activities undertaken by citizens residing in the DISTRICT and surrounding communities; and

WHEREAS, the CITY, in the exercise of its governmental powers, is authorized to provide community and similar facilities to meet the recreational, educational and artistic needs of its citizens, and desires to provide a facility for those purposes; and

WHEREAS, the DISTRICT owns the real property where Menlo Atherton High School is located, and where the Facility will be located, and;

WHEREAS, the DISTRICT and CITY have determined that it is to their mutual advantage to share in the design and use of the Facility at the Menlo Atherton High School site and this arrangement will provide the DISTRICT with a Performing Arts Center to further its educational missions, and it will enable the CITY to provide a valuable resource and contribution to the arts for community use, and;

WHEREAS, the DISTRICT intends to begin construction of the Facility on a portion of the property at Menlo Atherton High School to be utilized jointly by the CITY and DISTRICT, and;

WHEREAS, the CITY has agreed to assist financially in the construction of the Facility by funding a portion of the costs of the Facility in exchange for joint use.

NOW, THEREFORE, the parties hereby agree as follows:

1. Design Plans

The parties will work together as part of a team to select an architect and approve a design for the Facility. Specifically, a CITY representative will be invited to participate on the Architect Selection Committee. After selection of the Architect, the CITY representative shall then participate in the Building Design Drawing Committee, which shall select the final design for the Facility, subject to approval by the City Manager and Superintendent, who shall confirm in writing that the design composition is consistent with project description in the first paragraph above.

2. Construction of Joint Use Facility

The Performing Arts Center will be sited and constructed in accordance with the Project plans and specifications approved by the Division of the State Architect. As the owner of the Facility, the DISTRICT shall be responsible for overseeing the construction of the Facility. The DISTRICT warrants that it will comply with all applicable laws pertaining to public contract bidding and award, the California Environmental Quality Act and all other applicable laws, rules and regulations pertaining to design and construction of the joint use facility. DISTRICT shall enter into construction contracts and do such other work necessary to undertake the construction and completion of the Facility in a timely manner and in compliance with the plans and specifications. The CITY may bring to the attention of the DISTRICT construction inspection concerns to ensure construction is in accordance with plans and specifications, complies with construction industry standards, and for purposes of assuring efficient maintenance of the constructed facility.

The DISTRICT has final authority regarding the construction of the Facility, and shall provide the CITY with meaningful notice and opportunity for consultation and comment prior to authorizing significant changes in the design or construction of the Facility which are inconsistent with the plans and specifications. However, the DISTRICT will not exercise this authority in a manner which is inconsistent with or which contravenes the purposes of this Agreement. All construction shall be pursuant to all applicable State and local laws and regulations for school construction. The DISTRICT will provide all official inspections and testing for the project, and it shall ensure that an inspector certified by the Division of State Architect performs all required inspections.

3. CITY Contribution

In consideration for joint use of the Facility as provided in this Agreement, the CITY shall contribute Two Million Six Hundred Thousand Dollars (\$2.6 million) towards its construction following CITY approval of the final design. The CITY's payment shall be made in two equal installments, 50% upon awarding of the contract to construct the Facility and 50% upon completion of construction and set up of the Facility and acceptance of the work by the DISTRICT.

4. Scheduling of Use

Two times a year, the dates to be determined by the parties, the parties shall meet to agree upon the event scheduling for the Facility. The process shall include the opportunity for advance scheduling with reasonable lead-time provided to the CITY to identify uses and activities for the Facility and the opportunity to schedule on available days at any time after the schedule is established. Within the first year, and as amended when necessary, the parties will mutually establish procedures for scheduling of use. When established, these rules shall be attached as Exhibit A hereto, and incorporated by reference. In terms of the amount of time the CITY is entitled to use the Facility under this Agreement, the CITY shall be entitled to use the Facility not less than fifty five (55) days per year. Also, the parking lot shall be available 30 minutes after school during the CITY sponsored events.

5. Priority of Use

Subject to the provisions of Section 4 and the provisions herein, the DISTRICT shall receive first priority of use of the Facility for DISTRICT programs/activities. After the District's Facility utilization needs for DISTRICT are scheduled, the CITY shall then have second priority of Facility use and the first right of refusal against all interested outside parties who desire to use the Facility. When the parties meet to determine scheduling pursuant to Section 4, they shall do so with the above-referenced priorities in mind.

Notwithstanding the foregoing, the CITY will have first priority to designate six weeks during the summer for full use of the Facility. Furthermore, the CITY will have the right to schedule six one-day events during the school year during school hours and twenty four days during the school year after school hours when the main theater of the Facility is not in use by the DISTRICT for DISTRICT activities/programs. Attached hereto as Exhibit B is an outline of the CITY's currently anticipated use of the Facility.

6. Fees Charged for Use of Facility

The parties may charge fees for external organizations that use of the Facility. All fees collected by the DISTRICT and the CITY for external organizations using

the Facility shall be deposited in the operations and maintenance fund and shall only be used for those purposes. The DISTRICT will set up a separate fund to receive and expend any such fees for the maintenance and the operation of the Facility. If the Facility is being used by the CITY for programs or activities put on by the CITY, the CITY shall only pay custodial fees at DISTRICT'S cost of such custodial service. The DISTRICT shall provide available technical support for the CITY's lighting and sound needs for CITY use of the Facility at cost upon request of the CITY. In the event there is a significant unexpected increase in the costs of operating the FACILITY in the future and rental and user fees are not sufficient to offset such increase in costs, the parties shall meet and confer on how to cover such unexpected costs and whether CITY should contribute toward the operating costs for the time that it is using the FACILITY.

7. Operations and Maintenance

Subject to the provisions of Section 8, the DISTRICT shall be responsible for the operations and maintenance of the Facility.

8. Appropriate Use

CITY and DISTRICT agree that no activity in violation of State and Federal law shall be conducted in the Facility. This includes any use that involves the possession, consumption, or sale of alcoholic beverages, tobacco, or any restricted substances on DISTRICT property. At all times when the Facility is used by the CITY, the Facility shall be under the supervision of the CITY and its agents and employees, and shall be administered in accordance with all of the rules and regulations established by the CITY and DISTRICT. CITY and DISTRICT shall ensure that there is adequate adult supervision over the conduct of their respective activities in the Facility. Requirements for event security at CITY sponsored events will be discussed at each meeting held pursuant to Section 4, and the level of security required will be determined based on the size and nature of the event. Agencies that may be required to respond to any incidents during a scheduled CITY event, including the police departments of the City of Menlo Park and Town of Atherton, shall be advised of a CITY point of contact for events requiring enhanced security.

9. Fingerprinting

CITY employees who are routinely assigned to work on DISTRICT property during school hours must obtain fingerprint and tuberculosis clearance or any other health or safety check that is required of DISTRICT employees by State or County rules.

10. Facility Security and Parking

The DISTRICT has existing rules with respect to Facility security and parking. The CITY will inform its employees and program participants of these rules and will enforce compliance with same.

11. Hold Harmless and Defense.

It is agreed that the CITY shall defend, hold harmless, and indemnify the DISTRICT, its officers and employees, from any and all liability, claims, actions, costs, damages or losses of any kind, including for injuries or damage to persons and/or property which arise out of the property/facility being used by the CITY and which arise out of the CITY use and occupation of the Facility, including, but not limited to, the CITY activities related to such use and occupation of the Facility under this Agreement, and which result from the negligent acts of omissions of the CITY, their officers and/or employees. It is agreed that the CITY is responsible for the condition of the Facility during its use of the Facility.

It is agreed that the DISTRICT shall defend, hold harmless, and indemnify the CITY, its officers and employees, from any and all liability, claims, actions, costs, damages or losses of any kind, including for injuries or damage to persons and/or property which arise out of the use and occupation of the Facility by any entity other than the CITY, including, but not limited to, the DISTRICT activities related to such use and occupation of the Facility and/or which may result from negligent acts of omissions of the DISTRICT, its officers and/or employees. It is agreed that the DISTRICT is responsible for the condition of the Facility at all times other than during the CITY's use of the Facility.

12. Term of Agreement

This Agreement shall be in effect for twenty five years from the date the construction work on the Facility is accepted by the DISTRICT, unless terminated by mutual written agreement of the parties ("Initial Term"). The Agreement shall automatically extend for an additional term of twenty five years ("Extended Term") upon all the same terms and conditions except as specifically provided herein, unless CITY elects to terminate the Agreement at the end of the Initial Term. At any time during the term of the Agreement, either party may conduct, or the parties may jointly conduct, a renovation study to determine the useful life of the Facility and any recommendations for renovation/modernization of the Facility, including but not limited to replacement of the HVAC system or replacement of the roof ("Study"). If such Study includes recommendations for renovation/modernization and/or replacement of the HVAC system or the roof, and District determines to perform such renovation/modernization and/or replacement work during the term, then the continuation of the term of this Agreement shall be subject to the CITY's agreement to contribute a percentage of the cost of the renovation/modernization equal to its percentage use of the portion

of the Facility to be renovated or modernized averaged over the immediately preceding five year period. If the CITY does not agree to contribute its percentage share of the work recommended by the Study, then the DISTRICT shall have the right to terminate the Agreement, unless the parties enter into a new agreement or agree to extend the term of the Agreement on new terms and conditions. Notwithstanding anything to the contrary in this Agreement, DISTRICT may terminate this Agreement, and any rights of use that CITY has under this Agreement, by giving at least six months written notice of such termination. Any such termination will be effective on the next anniversary date of the Agreement following delivery of the notice. No termination under this section shall be effective unless DISTRICT tenders to CITY the Termination Payment, at least six months before the effective date of the termination. For purposes of this section, the "Termination Payment" shall be the amount of CITY's original contribution to the construction of the Facility, as set forth in section 3, divided by fifty (50), and multiplied by the number of years remaining in the term of the Agreement, including both the Initial Term and the Extended term, as of the date of termination. In addition, "Termination Payment" shall include the CITY's share of any renovation, modernization or capital replacement expenses amortized over the remaining term of the Agreement, and shall exclude the CITY's share of any original capital improvement that is replaced as a result of any renovation, modernization or capital replacement.

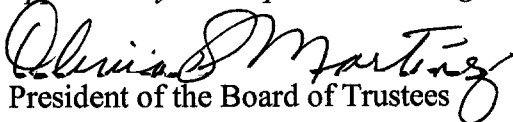
13. Notice Provisions

All notices provided for herein shall be in writing and shall be delivered to the Chief Executive Officer of the appropriate party(parties).

14. Notice to Town of Atherton

Attached to this Agreement as Exhibit B is an Exhibit summarizing the CITY's "proposed usage" of the Facility, including a schedule of the types and size of events that the CITY anticipates operating at the Facility on an annual basis. The CITY shall provide the Town of Atherton ("Town") with advance notice of all large attendance uses proposed to be operated at the Facility by the CITY. Nothing herein shall be deemed to limit the number of large or small events that can be operated by the CITY.

Approved by the Sequoia Union High School District:


President of the Board of Trustees

9-5-07
Date

Approved by the City of Menlo Park:


Mayor of Menlo Park

8/23/07
Date

PROPOSED USAGE

1.0 Purpose. The purpose of this document is to describe the City of Menlo Park's proposed usage of the Menlo-Atherton Performing Arts Center and ancillary indoor facilities.

2.0 Definitions. The following terms are defined:

2.1.1 Daytime Use. "Daytime Use" means an activity occurring at the Performing Arts Center, whereby the activity or event shall begin after 7:00 a.m and conclude prior to 6:00 p.m., with clean-up activities anticipated to conclude by approximately 7:00 p.m. Daytime Use shall include, but is not limited to activities and events such as seminars, receptions, lectures, conferences, demonstrations, classes, meetings, theatrical and musical performances, dance recitals, parties, fashion shows, celebrations, social or special gatherings or events.

2.1.2 Evening Use. "Evening Use" means an activity occurring at the Performing Arts Center, whereby the event or activity shall begin or extend after 6:00 p.m. and with an expectation to conclude prior to 11:30 p.m., with clean-up activities anticipated to conclude within an hour of the ending time. Evening Use shall include, but is not limited to activities and events such as seminars, receptions, lectures, conferences, demonstrations, classes, meetings, theatrical and musical performances, dance recitals, parties, fashion shows, celebrations, social or special gatherings or events.

2.1.3 Large Attendance Use. "Large Attendance Use" means an activity or event limited to 550 attendees.

2.1.4 Small Attendance Use. "Small Attendance Use" means an activity or event having 200 or fewer attendees. For purposes of determining the number of attendees at a Large or Small Attendance Use, simultaneous events or activities operated by the City will be treated collectively as is if they were a single Attendance Use.

2.2 Summer Season. "Summer Season" means the time period from mid-June through August, typically from approximately a week following the last day of the regular school year to the Friday that is one week prior the start of the academic school year.

2.3 Regular Season. "Regular Season" means the time period generally matching the school year from September through May.

3.0 Permitted Uses. All uses of the facility shall occur inside the Performing Arts Center facility, but may include the patio area designed for set

construction/assembly. Subject to the restrictions on operations outlined in the Joint Facility Use Agreement and this Exhibit, the current anticipated uses by the City of Menlo Park within the Performing Arts Center are as follows:

3.1 Summer Season**3.1.1 Small Attendance Daytime Uses:**

3.1.1.1 Miscellaneous Special Events (TBD – examples: parent training, youth sports coaches education, lecture series, author presentations, youth summit, etc., up to four (4) times);

3.1.1.2 Show Biz Dance Camps (four (4) Fridays);

3.1.1.3 Theater classes and camps (week-long camp);

3.1.2 Small Attendance Evening Uses:

3.1.2.1 Miscellaneous events (TBD – examples: parent training, youth sports coaches education, lecture series, author presentation, youth summit, etc., up to four (4) times);

3.1.2.2 Sunshine Summer Camp Air Band (four (4) to seven (7) days, second week in August);*

3.1.3 Large Attendance Evening Uses:

3.1.3.1 Local Music Competition (Summer);*

3.2 Regular Season**3.2.1 Small Attendance Daytime Uses:**

3.2.1.1 Miscellaneous events (TBD – examples: parent training, youth sports coaches education, lecture series, author presentation, youth summit, etc., up to six (6) times);

3.2.1.2 Theater classes and camps (week-long during winter holiday season);

3.2.2 Large Attendance Daytime Uses:

3.2.2.1 Children's Winter Holiday Party (Sunday in December);

3.2.2.2 Halloween Festival (two (2) day event in October);

3.2.3 Small Attendance Evening Uses:

3.2.3.1 Miscellaneous events (TBD – examples: parent training, youth sports coaches education, lecture series, author presentation, youth summit, etc., up to six (6) times);

3.2.3.2 Menlo Park Chorus (up to four (4) [quarterly] performances);*

3.2.3.3 Art Shows (April through October);

3.2.3.4 Burgess After School Shows (three (3) events, December, February and April);*

3.2.3.5 Gymnastics Demonstrations (up to four (4) dates [quarterly] through the year);*

3.2.4 Large Attendance Evening Uses:

3.2.4.1 Local Music Competition (Spring and Fall);*

3.2.4.2 Show Biz Dance Recital (one (1) to three (3) days of performances);*

3.2.4.3 Fall Concert Series (up to four (4) performances, September to December);*

3.2.4.4 Theater Performances (up to four (4) during summer or winter holiday season);

4.0 Days of Use By City. The minimum number of days of use by the City in any calendar year shall be fifty-five (55) days. Included in this usage is up to six (6) days of use during school hours. If any of the above listed uses can no longer be conducted or it is determined that a use is no longer viable, similar or comparable uses may be substituted by the City upon written notification to the District.

4.1 * Additional rehearsal times for certain events/activities noted with an * will be scheduled. Such rehearsals shall be considered Small Attendance Uses and may occur at various times throughout the year. All rehearsals will be included in the maximum number of days of use allotted to the City.

5.0 Event Parking. Parking for all uses shall be coordinated with the School in order to ensure that parking for all uses takes place on the school campus and / or other offsite parking areas (e.g. in the SRI or church parking lot across Middlefield Road, if permitted, or other City parking facilities and shuttled) and does not overflow onto neighboring streets.

6.0 Noise and Traffic. Efforts to mitigate noise and traffic impacts to the surrounding neighborhood shall be coordinated with the School in order to ensure that noise and traffic associated with City uses do not negatively impact the surrounding neighborhoods.

7.0 Reporting and Monitoring. The date and time of Large Attendance and Evening Uses shall be posted on the City's website at the beginning of each month and as soon as practicable after the time of booking. The City shall prepare a quarterly report and an annual information report within 45 days of the end of each calendar or fiscal year

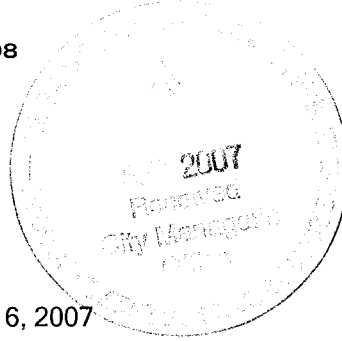
reporting on its use of the facility. The reports should include information on the numbers, types, dates, times, location and number of attendees of all Large Attendance and Evening Uses. The report should document any problems or complaints received during the reporting period and recommendations or efforts made to address those problems and complaints.

8.0 Amendments, Exceptions and Additions. This document is intended to outline the currently anticipated uses of the Performing Arts Center by the City of Menlo Park. The specific scheduling and use of the Performing Arts Center by the City of Menlo Park shall be determined through the provisions of Sections 4 and 5 of the Joint Use Agreement.

SEQUOIA UNION HIGH SCHOOL DISTRICT

480 JAMES AVENUE, REDWOOD CITY, CALIFORNIA 94062-1098

ADMINISTRATIVE OFFICES (650) 369-1412



BOARD OF TRUSTEES
DON GIBSON
GORDON LEWIN
OLIVIA G. MARTINEZ
LORRAINE RUMLEY
SALLY D. STEWART

PATRICK R. GEMMA
SUPERINTENDENT

EDWARD LAVIGNE
ASSISTANT SUPERINTENDENT
ADMINISTRATIVE SERVICES

September 6, 2007

Silvia M. Vonderlinden, CMC
City Clerk
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Re: Agreement between Sequoia Union High School District and the City of Menlo Park for the joint design and use of a Performing Arts Center at Menlo-Atherton High School

Dear Silvia:

Attached is a fully executed copy of the agreement between Sequoia Union High School District and the City of Menlo Park. We look forward to working with the City on this project.

Sincerely,

A handwritten signature in cursive script that reads "Edward J. LaVigne". The signature is written in black ink and is positioned above the typed name and title.

Edward J. LaVigne
Assistant Superintendent
Administrative Services

smr

c: Matthew Zito
Diana Reddy



ATTACHMENT B

YR09-10 City Usage

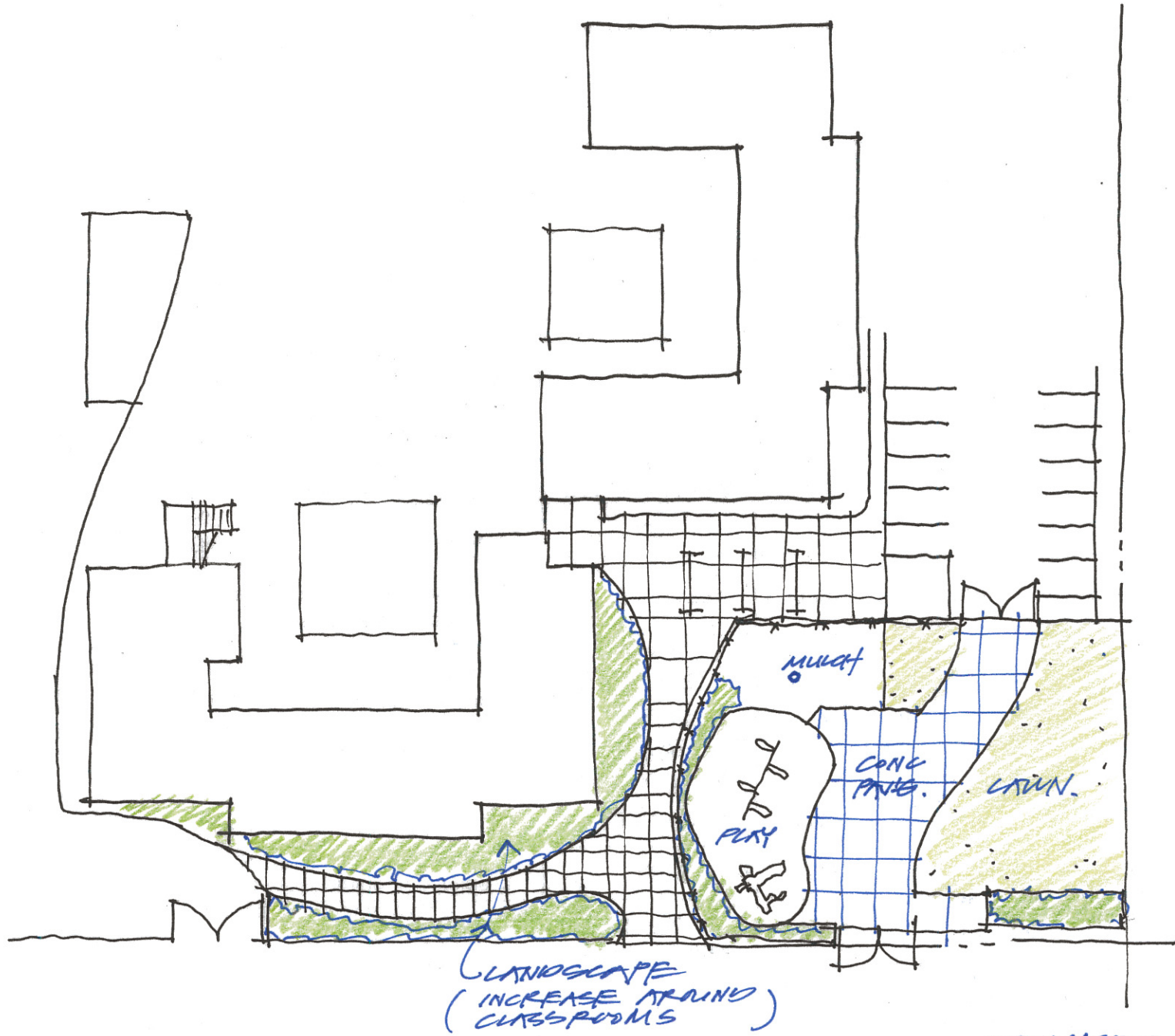
EVENT	DATE	ATTENDANCE
Library Author Event – Barbara Kingsolver	11/18/09	490
MP Chorus	12/8/09 & 12/11/09	250
City Holiday Showcase	12/19/09	300
Spirit of Uganda	1/14/10	490
Community Lecture – Housing Commission	3/24/10	50
Library Author Event	5/12/10	200
Job Train Graduation	6/16/10	350
Dance Expressions Spring Show	6/17/10-6/19/10	600
TOTAL	11 days	2,730

YR10-11 City Usage

EVENT	DATE	ATTENDANCE
Music@Menlo	7/19/10-7/23/10	700
Polish Film Documentary	4/11/11	50
Menlo Park Library Project Read Movie	5/7/11	300
Menlo-Atherton Academy of Contemporary Music	5/15/11	25
Dance Expressions Performance	6/16/11-6/18/11	600
Will Durst and Friends Comedy Show	6/25/11	100
TOTAL	11 days	1,775

YR11-12 City Usage

EVENT	DATE	ATTENDANCE
San Carlos Children's Theater Summer Camp	7/11/11-7/15/11	20
Music@Menlo Summer Festival	7/21/11-8/1/11 (10 days)	3,000
City of Menlo Park Police Department Ceremony	1/9/12	300
National Charity League	1/17/1 & 5/12/12	160
Spirit of Uganda	1/28/12-1/29/12	450
Music@Menlo Winter Concert Series	2/12/12 & 4/29/12	800
Western Ballet	6/9/12 & 6/10/12	800
Dance Expressions Performance	6/14/12-6/16/12	600
Bay Area Education Theater Company Summer Camp	6/25/12-7/13/12	20
TOTAL	36 days	6,150



LANDSCAPE
(INCREASE AROUND
CLASSROOMS)

TINKER PARK
HILLVIEW MS
8.8.11

Memo

To: Parks and Recreation Commission
From: Cherise Brandell, Community Services Director
Date: 7/24/2012
Re: Director's Update for July 2012

- 1. Summer programming:** The Menlo Park Community Services Department provides four different summer camp programs for Menlo Park youth covering ages 2-18 at both the Burgess Campus and at Belle Haven. The camps use a weekly or biweekly "session" schedule to meet the needs for flexibility that today's families have. All camp sessions have been full so far and these programs continue to be popular and a great revenue generating service for us. A new addition this year is a partnership with High Five Sports for a multi-sport camp on the Burgess Campus and in the Arrillaga Gym that has proven to be very popular.
- 2. The Belle Haven pool:** Is on the short list to be a possible venue for the Discovery Channels Mythbuster's program that is looking for a site in which to test whether or not you can ride a bicycle underwater. The shooting would occur in late August after the pool is closed to regular programming. We should know in a couple of weeks if we are the chose site.
- 3. Kids Triathlon:** Threshold Racing in partnership with Menlo Swim and Sport and the City of Menlo Park hosted the first annual Kids Triathlon at Burgess Park on July 7th. The event was a great success with over 300 participants. The proceeds will provide scholarships for lower-income children to receive free swim lessons.
- 4. This year's 4th of July event** drew over 5000 residents to downtown and Burgess Park – a new record for us.
- 5. State grant for Belle Haven Child Care takes another 20% cut:** Our contract with the State of California Department of Education that helps to subsidize the Belle Haven Child Development Center has been finalized and is a major victim of the State budget crisis. The 20% cut represents a \$118,000 decrease from

last year (from \$630,207 to \$511,646); the FY 10-11 grant totaled \$742,162 for a total decrease of \$230,000 over the last two years. In order to keep the City's subsidy within budget we will close one classroom and eliminate 24 subsidized child care slots leaving only 60 in the program (at one time there were 96). The waiting list remains closed at 100 families.