

AGENDA

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES AND EL PASO DE ROBLES CITY COUNCIL

JOINT MEETING NOTICE AND AGENDA

DATE: Thursday, January 9, 2014

TIME/LOCATION: 6:00-8:00 p.m.
Paso Robles Library/City Hall/Conference Center
1000 Spring Street, Paso Robles, CA 93446
Telephone: (805) 227-7276

PURPOSE OF THE JOINT MEETING:

The meeting tonight serves as an opportunity for the Paso Robles City Council and the Paso Robles Joint Unified School District Board of Trustees to come together and exchange ideas, discuss perspectives, and create improved communication for the benefit of all families in the city of El Paso de Robles.

The meeting format is a general discussion covering several topics. At the conclusion of the meeting, staff will take direction as necessary from the deliberations.

- 6:00 p.m.
1. CONVENE THE MEETING TO ORDER:
PRJUSD School Board President Katy Griffin
 2. FLAG SALUTE:
Paso Robles City Mayor Duane Picanco
 3. WELCOME AND INTRODUCTIONS:
Paso Robles City Mayor Duane Picanco
PRJUSD School Board President Katy Griffin
 4. AGENDA FOR DISCUSSION:
 - a. Future of G.O. Bonds/Parcel Tax
 - b. Projected housing development in Paso Robles
 - c. City/school organized extracurricular activities for students grades 6-12
 - d. Promotion of city/school events, programs, schools, community
 - e. Partnership use of recreational city/school district facilities
 - f. School Resource Officer restoration of partnered funding between city/schools
 - g. Current and future water use/limitations/costs for the city/school district
 - h. Intervention programs for students to deter gang involvement and current level of gang activity in community/schools
 5. STAFF DIRECTION
- 8:00 p.m.
6. ADJOURNMENT

Paso Robles Joint Unified School District Board of Trustees
and
Paso Robles City Council
Special Meeting

ATTACHMENT COVER SHEET

| | |
|---|------------------------------|
| ATTACHMENTS (LIST): Memo from Paso Robles Administrative Services Director Jim Throop Re: City Property Tax | NUMBER OF PAGES: 4 |
|---|------------------------------|

ITEM #: 4.a

BOARD MEETING DATE: 01-09-14

To: Jim App, City Manager
From: Jim Throop, Director of Administrative Services
Subject: City Property Tax
Date: January 9, 2014

The State of California allows for different types of property taxes and assessments. A typical California property tax bill consists of many taxes and charges including: 1% tax rate, voter-approved debt, parcel taxes, Mello-Roos taxes, and different types of assessments. The following are the basic taxes & assessments found on the Paso Robles tax bills:

1. State Property Tax.
 - a. 1% general tax levy rate, established by Prop 13 in 1978.
 - b. Funds may be used for any public purpose
2. General Obligation Bonds (G.O. Bonds)
 - a. Voter approved
 - b. Used only to repay the bond debt
3. Special Districts
 - a. Landscape & Lighting
 - b. Community Facility District
4. State Water Project
5. Miscellaneous Assessments
 - a. Weed Abatement

1% Property Tax

1. Property tax rates set by Proposition 13 in 1978 were limited to 1.0% of total assessed value, which is approximately \$1,000 in property tax per \$100,000 of assessed value.
2. The City of Paso Robles receives approximately \$0.14 from every tax dollar collected.
3. The Paso Robles School District receives approximately \$0.44 from every tax dollar collected.

State Water Project Tax

1. This tax was created in 1960 by voter approval. The Burns-Porter Act passed by a slim margin of 173,000 votes out of 5.8 million voters.

2. Debt of approximately \$1.75 billion was taken on to build the Country's largest State-built water and power development and distribution system.
3. The tax applies to every parcel within the City.
4. The current tax rate is \$0.0040, or approximately \$4.00 per \$100,000 of assessed value.

City G.O. Bond

1. The citizens of Paso Robles approved a City G.O. bond for infrastructure projects in 1998. The total amount approved was approximately \$38,000,000.
2. Projects included: Public Safety Center, Senior Center, Veterans Center, Airport Terminal, and other projects.
3. A G.O. bond requires the property tax rate to be set each year by the City's elected Treasurer. The tax rate must be sized such that the revenue will cover the required debt service.
4. The City Council approved the holding of approximately two-year's worth of debt service payments to be held in account as a safe-guard. The Treasurer has used a portion of these funds the last three years to help keep the tax rate stable during the historic recession.
5. The most current tax rate is \$0.0690. This equates to approximately \$70.00 per \$100,000 of assessed value.
6. This tax applies to each parcel within the City limits.

School District G.O. Bond

1. The citizens passed the Paso Robles School District G.O. bond in 2006.
2. This G.O. bond issue allowed for the following projects: Two-story classroom facility, Agriculture facility, performing arts center, modernization of science labs/computer labs/industrial arts lab, modernization of outdoor eating area, as well as infrastructure improvements (electrical, plumbing, etc.).
3. The most current tax rate is \$0.01190. This equates to approximately \$12.00 per \$100,000 of assessed value.
4. This tax applies to each parcel within the City limits.

Other Property Related Fees/Assessments

1. Landscape & Lighting Districts (L&L)
 - a. The first L&L districts were created in the early 1990's.

- b. These districts assess parcels for common area landscape maintenance and street lighting costs.
 - c. The assessments for each district vary by the amount of common area, the level of maintenance each district chooses, and the number of street lights.
 - d. Costs range from \$50.00 to over \$1,200.00 per parcel per year.
2. Community Facilities District (CFD)
- a. The City CFD was created in 2005 to fund public services for new developments in the District. These may include: police protection services, fire protection and suppression services, ambulance/paramedic services, library, recreation, maintenance and other public services.
 - b. Any new parcel that is created by division/splits/etc. will be part of the CFD.
 - c. The City's current annual assessment for the CFD is \$811 per parcel.
3. Weed Abatement
- a. The City annually sends out notices to properties that do not remove potential fire hazards due to weeds.
 - b. If a property is not cleared of the potential hazard by June XX, the City will contract with a private party to have the hazard removed and the cost will be placed on the property tax bill of the property.
 - c. The most current cost of weed abatement was \$810.00 per parcel.

One type of property tax that has yet to be approved by voters is a Parcel Tax. This is a special non-value based tax on property. The following is a breakdown of a Parcel Tax:

- a. Tax is established by voter approval.
- b. It is a form of property tax.
- c. Unlike standard property tax, a parcel tax is based on characteristics of each parcel.
- d. School Districts have created parcel taxes that range from a flat fee per parcel to assessments based on parcel lot square footage or the square foot size of a building on a parcel.
- e. California is the only state that allows funding of schools with a parcel tax.
- f. Requires a two-thirds voter approval.
- g. May be used for schools, parks, libraries, police, fire, etc.

Other than the 1% Proposition 13 Property Tax, the other forms of property taxes and assessments mentioned above, may be increased by voter approval.

Examples of "typical" property tax bills are provided on the next page.

NOTE: There are 4,079 parcels currently within the L&L and CFD areas. This is approximately 35% of the existing residential housing units within the City. Fees for L&L vary widely from \$40/parcel near Scott/Creston to \$1,200/parcel for homes north of the Vons's shopping center.

Any new parcels that are created after the creation of the Community Facility District in 2005 will be subject to the CFD charge, which is currently \$811/parcel.

Example of a property tax bill for Paso Robles including LLD & CFD

Assessed Value – \$245,248

| | |
|---|--------------------------|
| Proposition 13 – 1.0% Tax Rate - | \$2,452.50 |
| State Water Project - 0.000040% - | \$9.80 |
| Paso City Bond - 0.000690% - | \$170.68 |
| Paso School Bond - 0.0001190% - | \$29.18 |
| AV Subtotal | \$2,662.16 |
| Community Facility District – 0.0033% - | \$811.00 |
| L&L Assessment – 0.0027% - | \$665.20 |
| Total Property Tax/Assessments – 0.0169% - | <u>\$4,138.36</u> |

Example of a property tax bill for Paso Robles, excluding L&L and CFD charges

Assessed Value – \$245,248

| | |
|---|--------------------------|
| Proposition 13 – 1.0% Tax Rate - | \$2,452.50 |
| State Water Project - 0.000040% - | \$9.80 |
| Paso City Bond - 0.000690% - | \$170.68 |
| Paso School Bond - 0.0001190% - | \$29.18 |
| Total Property Tax/Assessments – 0.0108% - | <u>\$2,662.16</u> |

**Paso Robles Joint Unified School District Board of Trustees
and
Paso Robles City Council
Special Meeting**

ATTACHMENT COVER SHEET

| | |
|---|----------------------------------|
| ATTACHMENTS (LIST): Memo from Paso Robles Community Development Director Ed Gallagher re: Housing Development | NUMBER OF PAGES: 6 |
|---|----------------------------------|

ITEM #: 4.b

BOARD MEETING DATE: 01-09-14

To: James L. App, City Manager
From: Ed Gallagher, Community Development Director
Subject: Housing Development
Date: January 9, 2014

This memo discusses future housing development in the City, offering projected timelines for build-out of residential properties under the current General Plan in 5 year milestones, population estimates at each milestone, and anticipated school fees at the current rate of \$2.63 per square foot (i.e., not including assumptions for inflation).

Build-Out Projections

Two scenarios are offered. Both have end dates of January 1, 2045. Neither assumes that 100% of potential dwelling units will be built. Historically, many property owners have elected not to maximize their density potential or even develop vacant lots they own next to their home.

Scenario A assumes the following:

- The Beechwood and River Oaks 2 areas will be the first to complete specific plans/amendments thereto and be ready for subdivision. Until such time, there will be more building on the few existing finished lots and infilling of multi-family lots on the West Side.
- As generations pass, many West Side lots will be redeveloped; existing aging single family homes and older small apartment buildings (e.g. duplexes and triplexes) will be replaced with new apartments at slightly higher densities.
- Recessions will occur every 10 years. These recessions will be less deep, much shorter, and recovery quicker than the 2007 Recession.

Scenario B assumes the following:

- The Beechwood and River Oaks 2 areas will be the first to complete specific plans/amendments thereto and be ready for subdivision. Until such time, there will be more building on the few existing finished lots and infilling of multi-family lots on the West Side, but less than projected in Scenario A.
- Infill development patterns experienced over the past 20 years (e.g. 10 units per year in the Uptown/Town Centre Specific Plan Area) will continue into the future. Existing units on the West Side will not be replaced.
- No anticipation of recessions.

Attached are spreadsheets showing the projected number of dwelling units, population, and school fees for these two scenarios.

If demand to live in Paso Robles continues to be robust, and if additional water supply can be secured, and if means to mitigate traffic and other infrastructure impacts can be found, then expansion beyond the 44,000 population threshold might be accommodated. In such a scenario, without further expansion, a limited supply of housing would drive housing prices up, crowding low and moderate income support service personnel out of the local housing market. In the long run, this could hurt the economy as there would be insufficient labor force to operate businesses, possibly forcing some businesses (e.g. manufacturing) to relocate elsewhere and closing others (e.g. restaurants, retail).

Alternatively, if resources such as water supply are constrained, the demand to live here could stabilize or slacken. However, it is difficult to imagine demand slackening to a point where housing prices destabilize.

**Residential Construction Projection
October 2013 - Scenario A**

| | Potential # Units * | Jan 1 2015 | Jan 1 2020 | Jan 1 2025 | Jan 1 2030 | Jan 1 2035 | Jan 1 2040 | Jan 1 2045 | Residual | Notes |
|--|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|------------|---|
| West Side | | | | | | | | | | |
| Uptown/Town Centre Specific Plan | | | | | | | | | | |
| Multi-family, vacant lots | 105 | 12 | 30 | 30 | 30 | 0 | 0 | 0 | 0 | 340 lots |
| Multi-family, under-developed lots ** | 543 | 8 | 110 | 75 | 40 | 30 | 40 | 30 | 210 | Oak Park (115 added units), 295 other infill lots at 4 du/yr throughout the specific plan area (i.e., not lot specific) |
| Multi-family, mixed use potential | 278 | 0 | 0 | 0 | 0 | 0 | 44 | 50 | 144 | |
| Outside UTCSP Area | | | | | | | | | | |
| Single family, vacant finished lots | 95 | 10 | 20 | 15 | 20 | 15 | 5 | 0 | 10 | Tr 2529 (18), Tr 2071 (10), Tr 2775 (12), Tr 2621 (7); infill e.g., 1 du on 2 lots |
| Single family, under-developed lots | 17 | 0 | 2 | 1 | 2 | 1 | 2 | 1 | 8 | |
| Single family, vacant subdividable parcels | 11 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 5 | 5 parcels |
| Multi-family, vacant lots | 17 | 0 | 18 | 1 | 0 | 0 | 0 | 0 | 0 | Lot s/s Mtn Springs Rd (16); Fresno St (1) |
| Multi-family, under-developed lots | 90 | 1 | 5 | 7 | 10 | 7 | 10 | 7 | 43 | 71 lots |
| Subtotal | 1,156 | | | | | | | | 423 | |
| East Side | | | | | | | | | | |
| Borkey Area Specific Plan | | | | | | | | | | |
| Single family, vacant finished lots | 13 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | Tr 2367 (11); Traditions (2) |
| Single family, vacant subdividable parcels | 15 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 10 lots on Experimental Sta. Rd, most e/c Buena Vista Drive |
| Multi-family, vacant lots | 188 | 0 | 188 | 0 | 0 | 0 | 0 | 0 | 0 | Ajunt (137 new units - existing not counted); The Cove (51) |
| Union/46 Specific Plan | | | | | | | | | | |
| Single family, vacant finished lots | 19 | 6 | 8 | 3 | 2 | 0 | 0 | 0 | 0 | |
| Single family, subdividable parcels | 49 | 0 | 8 | 8 | 13 | 5 | 5 | 5 | 5 | 9 parcels (Kleck parcels not likely to maximize density) |
| Chandler Ranch Specific Plan | | | | | | | | | | |
| Single family (does not include 12 existing units) | 1,292 | 0 | 0 | 200 | 300 | 250 | 350 | 192 | 0 | |
| Multi-family | 135 | 0 | 0 | 75 | 60 | 0 | 0 | 0 | 0 | Our Town |
| Beechwood Specific Plan | | | | | | | | | | |
| Single family (does not include 5 existing units) | 469 | 0 | 100 | 120 | 180 | 69 | 0 | 0 | 0 | |
| Multi-family | 200 | 0 | 0 | 50 | 50 | 50 | 50 | 0 | 0 | Does not assume reduction of RMF-20 |
| Olsen Ranch Specific Plan | | | | | | | | | | |
| Single family (does not include 4 existing units) | 574 | 0 | 0 | 80 | 184 | 120 | 190 | 0 | 0 | |
| Multi-family | 95 | 0 | 0 | 0 | 50 | 45 | 0 | 0 | 0 | Does not assume reduction of RMF-20 |
| Outside Specific Plan Areas | | | | | | | | | | |
| Single family, vacant lots | 93 | 10 | 20 | 10 | 20 | 10 | 15 | 8 | 0 | 88 lots (a handful are subdividable) |
| Multi-family, vacant parcels | 439 | 5 | 150 | 100 | 80 | 40 | 35 | 29 | 0 | 15 parcels |
| Multi-family, under-developed lots | 197 | 0 | 40 | 25 | 40 | 25 | 35 | 25 | 7 | 82 lots |
| Multi-family on mixed use zoned property | 28 | 0 | 28 | 0 | 0 | 0 | 0 | 0 | 0 | Highland Center vacant lot on Oak Hill Road |
| Subtotal | 3,806 | | | | | | | | 15 | |
| General Plan Amendments Active in 2013/2014 | | | | | | | | | | |
| Borkey Area Specific Plan - Single Family | 271 | 0 | 120 | 24 | 77 | 30 | 20 | 0 | 0 | Assumes all approved as proposed (as of 10/29/13) |
| Beechwood Area Specific Plan - Mixed types | 289 | 0 | 0 | 0 | 150 | 89 | 50 | 0 | 0 | Traditions (144); hillside e/o Hot Springs (120) |
| Furlotti Annexation - Single Family | 35 | 0 | 0 | 0 | 20 | 15 | 0 | 0 | 0 | |
| Subtotal | 595 | | | | | | | | 0 | |
| Total | 5,557 | 54 | 859 | 827 | 1,331 | 848 | 860 | 340 | 438 | |

* As of September 30, 2013
 ** Assumes 187 existing units in Oak Park (even though CofO's not yet [10/31/13] issued for Phase 1.)
 Assumes 20 du/yr in UTCSP and recessions every 10 years. (See "RS" under dates.)
 Figures in Jan 2015... columns assume units complete (CofOs issued) as of Dec 31 of the previous year.

**Residential Construction Projection
October 2013 - Option A**

| | Existing Units * | Jan 1 2015 | Jan 1 2020 | Jan 1 2025 | Jan 1 2030 | Jan 1 2035 | Jan 1 2040 | Jan 1 2045 | Residual |
|---|------------------|------------|------------|------------|------------|------------|------------|------------|----------|
| Total # du | 11,860 | 54 | 859 | 827 | 1,331 | 848 | 860 | 340 | 438 |
| Population @ 2.66 persons/du @ 100% | 31,548 | 144 | 2,285 | 2,200 | 3,540 | 2,288 | 2,288 | 904 | 1,165 |
| Population at date in column @ 100% | | 31,691 | 33,976 | 36,176 | 39,716 | 41,972 | 44,260 | 45,164 | |
| Population at date in column @ 95% | 29,970 | 30,107 | 32,277 | 34,367 | 37,731 | 39,874 | 42,047 | 42,906 | 0 |
| School Fees @ \$2.63/unit. Avg 1,200 sf/unit. | | 170,424 | 2,711,004 | 2,610,012 | 4,200,636 | 2,676,288 | 2,714,160 | 1,073,040 | |

* 11,860 per City's Land Use Inventory as of September 30, 2013.

For the Sake of Comparison

Dept of Finance Population Estimate for Jan 1, 2013

| | |
|---------------------------|--------|
| Total Population | 30,504 |
| Population in households | 30,235 |
| Population in group homes | 269 |
| Existing dwelling units | 11,632 |
| persons per household | 2.74 |
| Vacancy Rate | 5.20% |

(The City's Land Use Inventory shows units under construction. So, the unit count will be larger than that in DOF's Population Estimate.)

Land Use Element Table LU-3 shows 11,711 existing du as of 12/31/11 and 5,107 pot du to yield a 16,818 build-out.

**Residential Construction Projection
October 2013 - Scenario B**

| | Potential # Units * | Jan 1 2015 | Jan 1 2020 | Jan 1 2025 | Jan 1 2030 | Jan 1 2035 | Jan 1 2040 | Jan 1 2045 | Residual | Notes |
|--|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|------------|---|
| West Side | | | | | | | | | | |
| Uptown/Town Centre Specific Plan | | | | | | | | | | |
| Multi-family, vacant lots | 105 | 6 | 30 | 30 | 9 | 0 | 0 | 0 | 0 | 0 40 lots |
| Multi-family, under-developed lots ** | 543 | 4 | 100 | 55 | 20 | 20 | 20 | 20 | 304 | Oak Park (115 added units), 295 other infill lots at 4 du/yr throughout the specific plan area (i.e., not lot specific) |
| Multi-family, mixed use potential | 278 | 0 | 0 | 0 | 0 | 21 | 30 | 30 | 197 | |
| Outside UTCSP Area | | | | | | | | | | |
| Single family, vacant finished lots | 95 | 2 | 10 | 10 | 10 | 10 | 10 | 10 | 33 | Tr 2829 (18), Tr 2071 (10), Tr 2775 (12), Tr 2521 (7); infill |
| Single family, under-developed lots | 17 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 11 | 8.g., 1 du on 2 lots |
| Single family, vacant subdividable parcels | 11 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 5 | 5 parcels |
| Multi-family, vacant lots | 17 | 0 | 16 | 1 | 0 | 0 | 0 | 0 | 0 | Lot s/s Min Springs Rd (16); Fresno St (1) |
| Multi-family, under-developed lots | 90 | 1 | 5 | 5 | 5 | 5 | 5 | 5 | 59 | 71 lots |
| Subtotal | 1,156 | | | | | | | | 609 | |
| East Side | | | | | | | | | | |
| Borkey Area Specific Plan | | | | | | | | | | |
| Single family, vacant finished lots | 13 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 2 | Tr 2367 (11); Traditions (2) |
| Single family, vacant subdividable parcels | 15 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 10 lots on Experimental Sta. Rd, most e/o Buena Vista Drive |
| Multi-family, vacant lots | 188 | 0 | 188 | 0 | 0 | 0 | 0 | 0 | 0 | Apun (137 new units - existing not counted); The Cove (51) |
| Union/46 Specific Plan | | | | | | | | | | |
| Single family, vacant finished lots | 19 | 6 | 8 | 3 | 2 | 0 | 0 | 0 | 0 | |
| Single family, subdividable parcels | 49 | 0 | 8 | 12 | 9 | 5 | 5 | 5 | 5 | 9 parcels (Kleek parcels not likely to maximize density) |
| Chandler Ranch Specific Plan | | | | | | | | | | |
| Single family (does not include 12 existing units) | 1,292 | 0 | 0 | 200 | 300 | 300 | 300 | 192 | 0 | |
| Multi-family | 135 | 0 | 0 | 75 | 60 | 0 | 0 | 0 | 0 | Our Town |
| Beechwood Specific Plan | | | | | | | | | | |
| Single family (does not include 5 existing units) | 469 | 0 | 100 | 100 | 150 | 100 | 19 | 0 | 0 | |
| Multi-family | 200 | 0 | 0 | 50 | 50 | 50 | 50 | 0 | 0 | Does not assume reduction of RMF-20 |
| Olsen Ranch Specific Plan | | | | | | | | | | |
| Single family (does not include 4 existing units) | 574 | 0 | 0 | 100 | 164 | 160 | 150 | 0 | 0 | |
| Multi-family | 95 | 0 | 0 | 0 | 50 | 45 | 0 | 0 | 0 | Does not assume reduction of RMF-20 |
| Outside Specific Plan Areas | | | | | | | | | | |
| Single family, vacant lots | 93 | 10 | 15 | 15 | 15 | 15 | 15 | 8 | 0 | 88 lots (a handful are subdividable) |
| Multi-family, vacant parcels | 439 | 5 | 150 | 100 | 60 | 60 | 35 | 29 | 0 | 15 parcels |
| Multi-family, under-developed lots | 197 | 0 | 25 | 25 | 25 | 25 | 25 | 25 | 47 | 82 lots |
| Multi-family on mixed use zoned property | 28 | 0 | 28 | 0 | 0 | 0 | 0 | 0 | 0 | Highland Center vacant lot on Oak Hill Road |
| Subtotal | 3,806 | | | | | | | | 55 | |
| General Plan Amendments Active in 2013/2014 | | | | | | | | | | |
| Borkey Area Specific Plan - Single Family | 271 | 0 | 120 | 24 | 47 | 40 | 40 | 0 | 0 | Assumes all approved as proposed (as of 10/29/13) |
| Beechwood Area Specific Plan - Mixed types | 289 | 0 | 0 | 100 | 100 | 89 | 0 | 0 | 0 | Traditions (144); hillside e/o Hot Springs (120) |
| Furloff Annexation - Single Family | 35 | 0 | 0 | 0 | 20 | 15 | 0 | 0 | 0 | |
| Subtotal | 595 | | | | | | | | 0 | |
| Total | 5,557 | 36 | 818 | 909 | 1,121 | 973 | 708 | 328 | 664 | |

* As of September 30, 2013
 ** Assumes 187 existing units in Oak Park (even though CoFO's not yet [10/31/13] issued for Phase 1.)
 Assumes continued 10 du/yr in UTCSP - per 1991-2010 average.
 Figures in Jan 2015... columns assume units complete (CoFOs issued) as of Dec 31 of the previous year.

**Residential Construction Projection
October 2013 - Option B**

| | Existing Units * | Jan 1 2015 | Jan 1 2020 | Jan 1 2025 | Jan 1 2030 | Jan 1 2035 | Jan 1 2040 | Jan 1 2045 | Residual |
|--|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------|
| Total # du | 11,860 | 36 | 818 | 909 | 1,121 | 973 | 708 | 328 | 664 |
| Population @ 2.66 person/du @ 100% | 31,548 | 96 | 2,176 | 2,418 | 2,982 | 2,588 | 1,883 | 872 | 1,766 |
| Population at date in column @ 100% | | 31,643 | 33,819 | 36,237 | 39,219 | 41,807 | 43,691 | 44,563 | |
| Population at date in column @ 95% | | 30,061 | 32,128 | 34,425 | 37,268 | 39,717 | 41,506 | 42,335 | 0 |
| School Fees @ \$2.63/unit. Avg 1,200 sf/unit | | 113,616 | 2,581,608 | 2,869,804 | 3,537,876 | 3,070,788 | 2,234,448 | 1,035,168 | |

* 11,860 per City's Land Use Inventory as of September 30, 2013.

For the Sake of Comparison

Dept of Finance Population Estimate for Jan 1, 2013

| | |
|---------------------------|--------|
| Total Population | 30,504 |
| Population in households | 30,235 |
| Population in group homes | 269 |
| Existing dwelling units | 11,632 |
| persons per household | 2.74 |
| Vacancy Rate | 5.20% |

(The City's Land Use Inventory shows units under construction. So, the unit count will be larger than that in DOF's Population Estimate.)

Land Use Element Table LU-3 shows 11,711 existing du as of 12/31/11 and 5,107 pot du to yield a 16,818 build-out.

Paso Robles Joint Unified School District Board of Trustees
and
Paso Robles City Council
Special Meeting

ATTACHMENT COVER SHEET

| | |
|--|--|
| <p>ATTACHMENTS (LIST): List of Extracurricular Activities Grades 6-12: Flamson Middle School, Lewis Middle School, Paso Robles High School, and Alternative Education</p> | <p>NUMBER OF PAGES: 4</p> |
|--|--|

ITEM #: 4.c

BOARD MEETING DATE: 01-09-14

Flamson Middle School - Extra Curricular Activities 2013-2014

Clubs:

- Anti-Bully Club (ABC) – Meets weekly. Plans lunch time activities and promotes a bullying free school. Creates messages for the morning announcements. Works with Friday Night Live to promote positive choices.
- Art Club – Meets weekly. Discusses and participates in art projects around campus and in the community such as Art de Tiza and displays art in the City Library.
- Cougar Club – Meets twice a week. Plans lunch time activities and the four school dances held during the year.
- Cougar Dance Club – Meets weekly. Plans lunch time activities based around dancing and talent. Plans and implements the FMS Talent Show
- Friends of the Library – Meets weekly. Assists with the library and creates library/reading promotions.
- Friday Night Live – Meets weekly. Part of our Prevention and Early Intervention grant from SLO Behavioral Health Department. Plans positive lunch time activities, assists in Red Ribbon Week, and works with other clubs to promote a positive school climate.
- Garden Club – Meets weekly to work in our California Natives Garden. Will begin meeting once a month on Saturdays to act as docents for water wise gardening.

Organizations:

- Choir – Meets daily. Singers perform after school concerts and elementary schools within the district.
- Band - Meets daily. The Flamson marching band performs each year at the Pioneer Day Parade. The concert band performs after school concerts, at community events, and at the elementary schools within the district.
- Drama – A new program fro Flamson Middle School. Meets daily. Had their first performance in December.

Programs:

- Girl talk - An international non-profit peer-to-peer mentoring program with a very simple premise to mentor middle school girls and help them deal with the issues they face during their formative early teenage years. The mission is to help young teenaged girls build self-esteem, develop leadership skills and recognize the value of community service.
- Youth in Action – In conjunction with the SLO County Probation Department YIA provides at-risk youth with a comprehensive, evidence based curriculum that will seek to reduce gang violence and activity through education, awareness, family and community engagement.

Sports:

The sports for middle school students in Paso Robles are provided by the YMCA and include 7th and 8th Grade Boys and Girls Basketball, 7th and 8th Grade Boys and Girls Volleyball, 6th, 7th, and 8th Grade Track, and 6th, 7th, and 8th Grade.

Lewis Middle School Memorandum

To: Kathleen McNamara, Ed.D.

From: Richard A. Oyler, Principal

Re: Extra curricular activities

Date: 10 December 2013

With cooperation from the YMCA, our middle school sports program has continued without pause during our season of budget woes. Beginning in the fall, 7th and 8th grade girls' volleyball is available to our students. This are competitive teams and play most of the North County and coastal middle schools. When the girls' volleyball season concludes, 7th and 8th grade basketball for both boys and girls begins in November and December. These teams are again sponsored by the YMCA with volunteer coaches selected by the Y.

In January, we sponsor a middle school wrestling program open to all students male and female. Boys's volleyball and track follow along in the spring. In addition to these sports, our Y colleagues have a dynamic cheer program with over twenty students involved.

Student clubs and groups involved in extra curricular and co-curricular activities include: our chess club that meets at lunch time, the recycling/green group, and our choirs and bands. Our leadership students are active in community service and work extra hard to provide activities for their peers.

Along with the above, we have a craft group that meets at lunch, and there are various teacher sponsored study groups that meet before and after school with teachers volunteering their time to help students with their academics. Lastly, we have recently restarted our AVID program that will help students catch a vision for college and university academic training.

Paso Robles High School
Extra-Curricular Opportunities for
Students

Athletics

Fall Sports

V/JV/F Football (Boys)

V/JV/F Volleyball (Girls)

V/JV Tennis (Girls)

V/JV Cross Country (Boys)

V/JV Cross Country (Girls)

V/JV Water Polo (Boys)

V/JV Golf (Girls)

Winter Sports

V/JV/F Basketball (Boys)

V/JV/F Basketball (Girls)

V/JV/F Wrestling

V/JV Soccer (Boys)

V/JV Soccer (Girls)

V Water Polo (Girls)

Spring Sports

V/JV/F Baseball (Boys)

V/JV Softball (Girls)

V/JV Track

V/JV Golf (Boys)

V/JV Tennis (Boys)

JV Volleyball (Boys)

V/JV Swimming

V/JV Diving

Clubs & Organizations:

Academic Boosters

Achievement Via Individual

Determination (AVID)

Anime Club

Associated Student Body (ASB)

Band/Color Guard

Bearcat Community Alliance for
Sustainable Earth (BCASE)

Bearcat Student Store

Bear-kittens

Bela Voce (Choir)

California Scholarship Federation
(CSF)

Cal-Soap

Change Agents United for Social
Equality (CAUSE)

Cheerleading

Crimson Chronicle (School
Newspaper)

Cultural Ecology Club

Drama Club

El Roble Yearbook

PRHS Engineering

Floral Club

Friday Night Live (FNL)

Future Farmers of America (FFA)

Gay-Straight Alliance GSA)

Hiking/Environmental Club

Interact Club

International Club

Jazz n Company (Dance)

Leo Club

Key Club

M.E.Ch.A

M.E.S.A

Multi Cultural Art Club

Mural Club

Peer Counselors

Red Cross

Skills USA

Student Athletic Trainers

Youth with a Purpose



PASO ROBLES PUBLIC SCHOOLS

800 Niblick Road, P.O. Box 7010 • Paso Robles, California 93447
Telephone: (805) 769-1000 • Fax: (805) 237-3324 • www.pasoschools.org

ALTERNATIVE EDUCATION EXTRA-CURRICULAR ACTIVITIES REPORT

At the PRJUSD Alternative Education Schools (Liberty and Independence), students and staff participate in many extra curricular activities and programs that go beyond the “normal” classroom. All of these programs and activities have a positive effect on the overall development of our students and assist them to be successful in their academic endeavors in high school and beyond. These activities and programs include:

- ASB – activities include: Student leadership team that represents the school and voices the needs of the students. The ASB team decides on the purchasing of gift cards to promote student success and attendance. ASB team collects canned goods for families in need, and supports the “Adopt a Family for the Holidays” program.
- Red Ribbon Week – This year’s activities included a poster contest, three anti-gang and anti-drug guest speakers, and a BBQ
- Student of the Month - each staff member chooses a student who has demonstrated a positive character trait
- December we hold our “Supportive Student” themed Career workshops
- Weekly afternoon classes to explore college and careers after high school;
- Fellowship of Christian Athletes Club with positive habit and motivational talks
- One Cool Earth partnership with an amazing, productive garden
- Yearbook Club
- Fun activities including musical & athletic contests
- Annual County Art and Writing Contests
- Both schools offer flexible scheduling to assist those students who have jobs to help support their families
- Both schools also offer referrals to outside agencies such as the Paso Robles Teen Center, Generation X, CAPSLO, The LINK, and Bakari (Cal Poly mentoring), for students who need assistance.
- Teen Parenting classes
- Recently students teamed up with Cal Poly to do a traffic study on Niblick with the purpose of improving safety

Paso Robles Joint Unified School District Board of Trustees
and
Paso Robles City Council
Special Meeting

ATTACHMENT COVER SHEET

| | |
|--|-----------------------------------|
| ATTACHMENTS (LIST): Memo from Paso Robles Library and Recreation Services Director Julie Dahlen re: School/City Facilities Shared Use | NUMBER OF PAGES: 36 |
|--|-----------------------------------|

ITEM #: 4.e

BOARD MEETING DATE: 01-09-14

To: James L. App, City Manager
From: Julie Dahlen, Library and Recreation Services Director
Subject: School/City Facilities Shared Use
Date: November 4, 2013

This memo provides a summary of the history, facilities and financial implications of the collaborative use of recreational facilities between the City and the Paso Robles Joint Union School District.

HISTORY

The lengthiest historical record of shared facilities use between the City and the School District concerns use of the Municipal Pool at 28th and Oak Streets (**attachment #1 -- "Municipal Pool Timeline"**).

Two joint-use documents established in 1993 and 2007 between the City and PRJUSD are currently in place:

1. **AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES PUBLIC SCHOOLS REGARDING USE OF FACILITIES (attachment #2)** --- dated October 12, 1993 and agreeing to joint use of both school and City facilities. Includes the following addendums:
 - a. **Exhibit A** – Municipal Pool (District to pay 63.64% of actual costs, City to pay 36.36%, and set up repair fund of \$5000 per year),
 - b. **Exhibit B** – Centennial Park Facilities
 - c. **Exhibit C** – Centennial Pool (District to pay \$300 per day for usage of Centennial Pool). Agreement to remain in full force and effect so long as the City and the School District maintain and operate the facilities.

2. **LEASE AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT MUNICIPAL POOL FACILITY (attachment #3)**– dated May, 10, 2007. Supersedes provisions set forth in the Joint Powers Agreement dated October 12, 1993 as they relate to the Municipal Pool facility. The City's payment increased from 36.36% of actual costs to 82% of the costs for chemicals, electricity, natural gas and maintenance labor in connection with the operation and maintenance of the Municipal Pool, and 100% of the remaining costs associated with its normal and routine operation and maintenance.

This agreement is up for renewal in 2017.

Other relevant facilities-use history:

- **Late 1990's – Lewis Middle School was allowed use of the City's Norris Gymnasium** at Centennial Park in lieu of the City paying an outstanding debt of \$4,000 owed the school district for the high school sports summer camp of 1995. At the time, the standard rental fee for the gym was \$50 per hour; Lewis Middle School was granted 80 hours of use for home basketball games and other afterschool activities.
- **2003 -- Cost of Services study** – commissioned by City Council to determine the full cost of City services. City Council ultimately decided to only charge 25% of the cost of services for providing youth sports users and that this policy should be applied to the School District.
- **2006 – Proposed School District Water Reimbursement** –staff explored the feasibility and costs involved in reimbursing the School District for irrigation costs associated with independent league use of play fields as well as the “availability of any/all grass areas for community use.” The suggested reimbursement was as follows:

| | |
|------------------|----------|
| Fiscal Year 2006 | \$26,000 |
| Fiscal Year 2007 | \$35,000 |
| Fiscal Year 2008 | \$44,000 |
| Fiscal Year 2009 | \$53,000 |

Proposition 218 prohibits such reimbursement, so this plan was not implemented.

FACILITIES

Facilities subject to collaborative recreational use include classrooms, gymnasiums, multi-purpose rooms, athletic fields, school activity asphalt areas, community activity rooms, swimming facilities and similar areas which are suitable for community recreational activities.

- **Play fields:** In light of the City's outsourcing of all Youth Sports, individual sports organizations such as Paso Robles Youth Football and Pony League Baseball are responsible for reserving their own fields through the School District. City fields are reserved by the Paso Robles Youth Sports Council on behalf of the individual organizations. PRHS soccer players use the Barney Schwartz Park soccer fields on an as-needed basis at no charge.
- **Centennial Gym:** currently available to Paso Robles High School Basketball program for practice time as well as some adaptive P.E. classes at no charge.
-

- **School District Conference Room:** used for the City's Youth Commission meetings, once per month from September through June at no charge.
- **Municipal Pool:** used for a multitude of organized aquatics activities. The School District and North County Aquatics have priority use during the months of September through June with the City having minimal use for contract classes. During the summer months, the City operates a public swim session and offers fee-based swim lessons for youth. The fee structure is fairly complex (see EXHIBIT B, attached)
- **Centennial Pool:** Closed since 2011. Had been used by Lewis Middle School for its P.E. classes.

FINANCIAL IMPLICATIONS

City soccer fields and the Norris Gymnasium are offered for use by PRJUSD at no charge.

PRJUSD has agreements in place that stipulate fee structures for Municipal Pool and Centennial Pool as follows:

- Municipal Pool -- PRJUSD to pay 63.64% of actual costs, City to pay 36.36%, and set up repair fund of \$5000 per year.
- Centennial Pool -- PRJUSD to pay City \$300 per day for use.

ATTACHMENTS

- #1 - MUNICIPAL POOL TIMELINE
- #2 -- AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES PUBLIC SCHOOLS REGARDING USE OF FACILITIES
- #3 -- LEASE AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT MUNICIPAL POOL FACILITY

ATTACHMENT #1 -- MUNICIPAL POOL TIMELINE

1. **Lease**, dated December 3, 1962 – Wherein property owner, Paso Robles School District leases to City of Paso Robles property for 30 years; the City to build pool, also provides legal description of property located at 28th and Oak St. City began voluntary campaign for funds for construction & added \$12,912.35 from sale of old municipal pool site.
2. **Swimming Pool Operational Agreement**, between City & School District dated December 3, 1962; includes 30 year lease (District to pay full time school maintenance employee salary. District to pay City \$6000 year for maintenance, chemical, & utility costs). District retained exclusive use of pool 8:00am – 6:00pm during school year.
3. **San Luis Obispo County Board of Supervisors Resolution** – dated January 28, 1963, agreeing to pay \$25,000 for construction of the community pool, bath house, and other safety and recreation facilities on the property.
4. **Swimming Pool Operational Agreement** – dated January 18, 1965, wherein City takes over maintenance employee responsible for pool. Outlines formula for percentages of what City and District each pay for salary. District pays \$6000 a year for maintenance, utilities, and chemicals.
5. **First Amendment to Swimming Pool Operational Agreement** – dated April 18, 1966. States that all expenses in connection with the maintenance of the pool facilities shall be paid for by the City and that District shall pay to City's rec program one half of such expenses as District's share.
6. **Letter Paso Robles School District to City of Paso Robles** – dated July 10, 1978, wherein School District requested to cancel pool usage agreement due to reduction in local tax collection incident to passage of Prop 13.
7. **Letter Director of Parks & Recreation to City Council** – Dated July 12, 1978, recommendation to close Municipal Pool from September 4, 1978 to May 27, 1979.
8. **Letter Paso Robles Swim Club to City Council** – dated July 13, 1978, requesting City Council review of request to close Municipal Pool from Labor Day to Memorial Day.
9. **Lease** – dated October 2, 1979, between Paso Robles School District (lessor) and City of Paso Robles (lessee), term 30 years, wherein City leases from school district property to build therapy pool.
10. **Modification of lease agreement** – dated October 23, 1979. District to allow City access to therapy pool site.

11. **Letter Paso Robles School District to City** – dated June 1, 1983, requesting clarification of City request for payment of “actual operating costs” of \$38,000 for September to June.
12. **Lease and resolution** – dated February 1991, Lease by City of Paso Robles to Paso Robles School District of Municipal pool for months of February through May 1991 for \$4956 per month.
13. **Resolution** – dated February 16, 1993, resolution by City to renew use of Municipal Pool to School District for months of February through May 1993.

Attachment 2

AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES
AND THE PASO ROBLES PUBLIC SCHOOLS
REGARDING USE OF FACILITIES

THIS AGREEMENT, made and entered into this 12th day of October, 1993, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation, hereinafter called "CITY" and the PASO ROBLES UNION SCHOOL DISTRICT and PASO ROBLES JOINT UNION HIGH SCHOOL DISTRICT hereinafter called "DISTRICTS".

WITNESSETH

WHEREAS, the CITY, through its Community Services Department, and the DISTRICTS are mutually interested in providing an adequate program of public education and community recreation under joint sponsorship of the CITY and DISTRICTS.

WHEREAS, Education Code Section 10900 et. seq. of the State of California authorizes and empowers cities and school districts to organize, promote and conduct programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State, and to enter into agreements with each other for such purpose; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between CITY and DISTRICTS is both necessary and desirable.

NOW, THEREFORE, in consideration of the promises herein CITY and DISTRICTS agree as follows:

1. USE OF CITY/SCHOOL DISTRICT PROPERTY: CITY/DISTRICTS may establish programs and shall make available for community recreation activities school/city property within the City limits of the City of El Paso de Robles which may include classrooms.

gymnasiums, multi-purpose rooms, athletic fields, school activity asphalt areas, community activity rooms, swimming facilities, and similar areas which are suitable for community recreational activities. The specific facilities will be listed in Exhibits and attached hereto by joint agreement. Property or facilities designated on Exhibits shall be available to CITY/DISTRICTS at the times stated in the Exhibit. Additional Exhibits may be added by the Community Services Director of CITY (hereinafter called "Director") or designated representative and by the Assistant Superintendent of Business of DISTRICTS and City Manager. The facilities listed on the Exhibits and any property or facilities selected by CITY/DISTRICTS and approved by CITY/DISTRICTS, shall be referred as "joint use facilities".

- a. CITY/DISTRICTS shall use joint use facilities at such time and in such a manner so as not to interfere with their use for regularly scheduled purposes as administered by the respective governmental entities.

CITY shall be responsible for scheduling the use of joint use facilities during non-school hours. School hours are defined as 7:30 a.m. to 3:30 p.m., Monday through Friday. All requests for use of joint use facilities by CITY/DISTRICTS or other community groups shall be submitted in writing to the CITY in a manner jointly developed by the Director and the Assistant Superintendent. For the purposes of this agreement, all non-District use shall be considered CITY use of the facilities.

- b. Scheduling shall be coordinated by the Director and Assistant Superintendent. In scheduling joint use facilities, the following uses will be given priority in descending order.:
 - 1) DISTRICTS instructional and related activity programs.
 - 2) Events or activities (a) designed to serve the youth and citizens of the individual school community which are planned and directed

by school related groups (PTA, Band Boosters, and similar groups) and (b) connected with community recreational programs sponsored by the Department of Community Services.

- 3) Use of community organizations whose primary purpose is service to youth or the improvement of the general welfare of the community.
 - 4) Use by individuals or groups who are eligible to rent the facilities for legitimate purposes in accordance with the Education Code Section 10901 and City Municipal Code.
- c. There will be no charge to the CITY or DISTRICTS unless otherwise specified in exhibits/addendums.
 - d. CITY/DISTRICTS shall be responsible for any damage to joint use facilities except general wear and tear which may result from any community recreation activity being conducted by CITY on joint use facilities.
 - e. There shall be a CITY or DISTRICTS representative on site whenever the inside of joint use facilities is being used. If the activity takes place at a time when CITY/DISTRICTS representatives are not normally scheduled to be on duty, the cost of providing a CITY or DISTRICTS representative shall be charged by CITY to the responsible organization. Said charge shall be sent by the CITY.
 - f. CITY shall notify the DISTRICTS if joint use facilities used by the CITY have been vandalized. In turn the DISTRICTS shall notify the CITY if joint use facilities used by the DISTRICTS have been vandalized, damaged, or are in need of repair or present a safety factor for any user.

In the case of vandalism, the CITY/DISTRICTS shall notify the Paso Robles Police Department of all vandalism as soon as possible.

- g. Use scheduled by groups under paragraph 1(b) (2) - (3) shall require public liability insurance in an amount and form acceptable to and approved by CITY/DISTRICTS.

CITY/DISTRICTS shall bill the cost of repairing vandalism or damage that is the result of a scheduled activity to the responsible organization.

- 2. USE OF CITY PROPERTY: CITY shall make available to DISTRICTS for school events, activities or programs all CITY recreation facilities which are suitable for said events, activities or programs and which are contained in the Exhibits. The facilities shall be selected by the City Council. Scheduling shall be administered by the Community Services District.

- a. In scheduling CITY Property, CITY sponsored programs shall have first priority of scheduled use. School activities shall have second priority. Such scheduling shall occur on a quarterly basis to coincide with the Summer program season, Fall season, Winter season, and Spring season but no less than four weeks prior to need of facility. CITY shall make every effort possible to avoid cancellation of a confirmed school reservation less than four (4) week prior to the programmed activity. In cases that such cancellation cannot be avoided CITY shall make every effort to provide an alternative City area or facility.
- b. There will be no charge to the DISTRICTS for joint use unless proscribed otherwise in the Exhibits.
- c. DISTRICTS shall be responsible for any damage to CITY Property other than general wear and tear which may result from any DISTRICTS

sponsored activity being conducted by DISTRICTS on CITY Property.

- d. DISTRICTS shall provide qualified personnel for the activity to supervise DISTRICTS activities conducted on CITY Property. Personnel employed by DISTRICTS shall be supervised by DISTRICTS.
- e. DISTRICTS shall notify CITY if CITY Property used by the DISTRICTS has been vandalized, damaged, is in need of repairs or presents a safety factor to any user.

3. USE OF DISTRICT PROPERTY: DISTRICTS shall make available to CITY for city events, activities or programs all school recreation and community applicable facilities which are suitable for said events, activities or programs and which are contained in the Exhibits. The facilities shall be selected by the Superintendent. Scheduling shall be administered by the Support Services Department.

- a. In scheduling school property, school sponsored programs shall have first priority of scheduled use. CITY activities shall have second priority. Such scheduling shall occur on a quarterly basis to coincide with the Summer program season, Fall season, Winter season, and Spring season but no less than four weeks prior to need to facility. School shall make every effort possible to avoid cancellation of a confirmed CITY reservation less than four (4) week prior to the programmed activity. In cases that such cancellation cannot be avoided school shall make every effort to provide an alternative school area or facility.
- b. There will be no charge to the CITY for joint use unless proscribed otherwise in the Exhibits.
- c. CITY shall be responsible for any damage to school property other than general wear and tear which my result from any CITY sponsored activity

being conducted by CITY on school property.

- d. CITY shall provide qualified personnel for the activity to supervise CITY activities conducted on school property. Personnel employed by CITY shall be supervised by CITY.
- e. CITY shall notify school if school property used by the CITY has been vandalized, damaged, is in need of repairs or presents a safety factor to any user.

4. IMPROVEMENTS TO DISTRICT PROPERTY: CITY may install sprinkler systems, turfing, playground equipment, fencing, and additional recreational equipment on joint use facilities provided such installation is not in conflict with school use and subject to a separate improvement agreement between CITY and DISTRICTS. Listed on the Exhibits are those joint use facilities CITY intends to improve, subject to a separate improvement agreement. Both CITY and DISTRICTS agree to negotiate in good faith to enter into such agreements.

Any permanent improvements or equipment installed or erected on joint use facilities by CITY shall remain the property of CITY. In the event that the DISTRICTS terminates this Agreement or disposes of any of the joint use facilities, CITY shall have the following options:

- a. Remove the improvements, or any portion thereof, and restore the joint use facilities to at least as good a condition as existed prior to the construction or installation of such improvements, normal wear and tear excepted, at CITY's cost and expense.
- b. Receive reimbursement from DISTRICTS for the value of the improvements or equipment which value shall be determined by an appraiser or appraisers jointly selected by CITY and DISTRICTS,

based on the cost approach.

All such improvements and facilities constructed or placed on joint use facilities shall be available to DISTRICTS to use for school purposes during such time as the property is not being used by CITY.

5. IMPROVEMENTS TO CITY PROPERTY: School may install sprinkler systems, turfing, playground equipment, fencing, facilities, and additional recreational equipment on joint use facilities provided such installation is not in conflict with CITY use and subject to a separate improvement agreement between CITY and DISTRICTS. Listed on Exhibits are those joint use facilities school intends to improve, subject to a separate improvement agreement. Both CITY and DISTRICTS agree to negotiate in good faith to enter into such agreements.

Any permanent improvements or equipment installed erected on joint use facilities by school shall remain the property of school. In the event that the CITY terminates this Agreement or disposes of any of the joint use facilities, school shall have the following options:

- a. Remove the improvements, or any portion thereof, and restore the joint use facilities to at least as good a condition as existed prior to the construction or installation of such improvements, normal wear and tear excepted, at school's cost and expense.
- b. Receive reimbursement from CITY for the value of the improvements or equipment which value shall be determined by an appraiser or appraisers jointly selected by CITY and DISTRICTS, based on the cost approach.

All such improvements and facilities constructed or placed on joint use facilities shall be available to CITY to use for school purposes during such time as the property is not being used by school.

6. INDEMNIFICATION: Each party hereto shall indemnify and hold harmless and defend the other party, its officers, agents or employees, from any and all liability, damage cost or expense which any indemnified party shall become obligated to pay by reason of any claim, lawsuit or judgement on account of injury to property or injury or death to persons received or suffered as a result of the use of property by the indemnitor pursuant to this agreement. Further, each party hereto shall be responsible for any and all damage to the property of the other party resulting from such liable party's use of facilities pursuant to this agreement.

7. DISPUTES: In the event of a disagreement between the CITY and the DISTRICTS on the interpretation of any provision of this Agreement, the City Manager and District Superintendent, or their designees, shall meet and resolve the differences within thirty (30) days. If they are unable to resolve their differences, the dispute shall be resolved by an arbitrator selected by the parties from a list provided by the American Arbitration Association, pursuant to its rules. The costs of the arbitrator shall be borne equally by CITY and DISTRICTS.

8. MANAGEMENT: The CITY and DISTRICTS will appoint two representatives each to serve as the management team to implement and carry out the various aspects of this agreement.

9. TERM: This Agreement provides for a program of community recreation activities using DISTRICTS Property, and DISTRICTS sponsored activities using CITY Property. It is intended to establish the general understanding of the parties (except as provided by separate agreements relating to specific joint use facilities) between CITY and DISTRICTS pertaining to the use of specific facilities at a particular named site belonging to CITY or DISTRICTS. Said Agreements shall become part of this Agreement by addendum or exhibit as approved by the respective School Boards and City Council.

This Agreement shall remain in full force and effect so long as CITY and DISTRICTS shall maintain and operate facilities capable of joint use; provided, however, that this Agreement may be amended by mutual consent or terminated on the 30th day of June of any year hereafter upon either party giving written notice to the other party, 360 days prior to termination date, of

its intention to so terminate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective officers and duly authorized by the CITY the day and year first above written.

ATTEST:

CITY OF EL PASO DE ROBLES

a municipal corporation

by Richard J. Ramirez

Richard J. Ramirez City Clerk

by Christian E. Iversen

Christian E. Iversen, Mayor

ATTEST:

PASO ROBLES PUBLIC SCHOOLS

by Diame Ward
Clerk of Board

by Pat Johnson
President Board of Trustees
Elementary School District

by Jack H. Sloan D.D.S.
President, Board of Trustees
High School District

EXHIBIT "A"

PASO ROBLES CITY MUNICIPAL POOL
28TH AND OAK STREET
CITY OF PASO ROBLES

The CITY agrees to make the Municipal Pool, excluding the therapy pool and excluding access to the therapy pool, available to the DISTRICTS. The Pool is to be used for the purpose of conducting swim activities, including swim club activities as approved by the DISTRICT, swim team workouts, water polo workouts, swim meets, water polo meets, swimming instruction and other swimming activities that may be established or approved by the DISTRICTS. The CITY may continue to operate W.S.I., Lifesaving classes, and summer recreational swimming programs.

1. The CITY will operate and schedule the POOL during the months of June, July, August (defined as their period of responsibility retaining any revenue received from the operations of the POOL for public use during those months. The DISTRICTS shall operate and schedule the POOL during the months of September, October, November, January, February, March, April and May (defined as the DISTRICTS period of responsibility) retaining any Revenue that might accrue through operations during those months. The DISTRICTS and the CITY may permit and charge other agencies, private clubs, community organizations, and or the public the use of the POOL during their period of responsibility and retain any revenue derived therefrom. Neither party is precluded from scheduling during the other period along as it is mutually acceptable. However, the parties shall have priority during their respective periods of control.

2. Payments for DISTRICTS share to be made on December 31 and May 1 of each fiscal year, to be based on estimates developed by the city based on prior year operation. The City shall reconcile any difference between actual costs and the estimates and apply that difference to the following years charges. The actual costs of operating the POOL shall be determined as outlined in paragraph 3 below and then split on the basis of 36.36 percent charged to the CITY and 63.64 percent charged to the DISTRICTS.

3. The CITY shall maintain adequate audit records and account for all expenses directly charged to the POOL or the POOL site and assign them to the operating costs of the POOL on the following basis:

Utilities and Supplies:

| | |
|-------------------------|---|
| Chemical Costs: | 75 percent to the POOL |
| PG & E | 75 percent to the POOL |
| Southern California Gas | 75 percent to the POOL |
| Telephone Service | 50 percent basic costs (excess phone charges to be billed on a per charge basis |
| Water and Sewer | 69 percent to the POOL |
| Other supplies: | 75 percent to the POOL |

Total x 63.64 percent

=====
Maintenance/Custodial

MWII @ 3 hrs per day plus
Benefits

Maintenance charge of
\$20,050 per year to be
increased by the CPI -
two percent

Total x 63.64 percent

=====
4. In addition to the above the CITY and DISTRICTS agree to pay \$5000 split 36.36 percent CITY and 63.64 percent DISTRICTS into a Capital Improvement/Repair Fund to be administered a committee comprised of two representative from the CITY and two representative from the DISTRICTS. The CITY shall act as the fiscal agent for these funds.

5. The DISTRICTS agree that any improvements which become a permanent part of the property shall remain a part of the property. Further, the DISTRICTS agree not to install permanent improvements without the CITY's specific approval.

* } 6. The DISTRICTS shall keep the office and storerooms clean and will be responsible for routine clean-up of the premises, inside and out, during their period of responsibility. }

7. The DISTRICTS shall maintain adequate public liability insurance and fire insurance coverage on the POOL's fixtures and stock in trade. Public Liability Insurance shall be maintained in an amount not less that \$1,000,000.00 for loss from any one accident resulting in bodily injury or death. The DISTRICTS agrees to endorse the CITY as an "additional named insured" under the terms of such a policy.

8. Either party may terminate this Exhibit effective with the end of the fiscal year (30th Day of June of any year) hereafter upon giving either party written notice to the other party, 360 days prior to termination date, of its intention to terminate.

9. This exhibit shall be binding upon the parties hereto; and their heirs and successors, however, this paragraph shall not be construed as authorizing any transfer or subleasing of the property except as indicated in paragraph 2 above.

EXHIBIT "B"

**CITY AND DISTRICT JOINT FACILITY USE AGREEMENT
CENTENNIAL PARK FACILITIES****A. Cost Sharing Factors**

1. Direct operations and maintenance costs associated with the Centennial Park gymnasium shall be identified accordingly whenever possible by the City.
2. Costs which may not be specifically identified with the Centennial Park gymnasium but are facility wide costs, i.e. utilities, personnel, etc. shall be distributed one-third (1/3) to the gymnasium and two-thirds (2/3) to the balance of the Centennial Park facility.
3. The District shall pay thirty-four percent (34%) of the costs identified with the operations and maintenance of the Centennial park gymnasium.
4. Telephone costs shall be excluded as a chargeable operating expense to the District.
5. Principal payments associated with the 1987 Certificates of Participation for the construction of Centennial Park shall be excluded as a chargeable operating expense to the District.
6. Security costs shall be excluded as a chargeable operating expense to the District.
7. The District shall pay in addition to its 34% share of the operations and maintenance costs, a fixed amount for major facility repairs. This amount shall be set at \$6,000 annually. In five years from the date of implementation of this agreement, the City and District agree to review the effectiveness of this provision for major facility repairs and to reopen discussion on this topic at the request of either party. If there is a need to replace all or a major portion of the facilities covered by this agreement during the first five years of implementation, the parties agree to share in the replacement costs in the same proportion as outlined above for cost sharing.
8. Monthly facility use payments shall be adjusted annually based upon actual expenditures. Monthly facility use payments in any given fiscal year shall be based upon actual expenses incurred in the prior fiscal year.
9. An enclosed/covered entrance shall be constructed at the District's expense at the northern door to the gymnasium.
10. An additional entrance door shall be constructed at the District's expense on the southerly wall of the gymnasium to provide direct access to the gymnastics room by gymnastic participants.

(continued)

City and District Joint Facility Use Agreement
Centennial Park Facilities
Page 2

11. Minor modifications to the gymnasium floor needed to accommodate use by the District shall be made at the District's expense.
12. A fence crossing system connecting the gymnasium with the Middle School shall be installed at the District's expense.
13. The District may construct and maintain at their expense a combination locker room/classroom using a portion of City property currently being used as horseshoe pits. The City shall have reasonable access to this classroom at no charge when it is not being used by the District.
14. Should the District construct at their expense any storage facility adjacent to the north side of the gymnasium, reasonable space shall be provided for use by the city.

B. Facility Use Factors:

1. The Middle School athletic program, other than physical education, shall be conducted at a facility other than Centennial Park.
2. Specifically excluded from this facility use agreement are the Centennial Park tennis courts, swimming pool and the gymnastics room within the gymnasium.
3. Use of the Centennial Park gymnasium under the terms of this agreement shall be limited to 8:00 a.m. to 3:00 p.m., Monday through Friday, during the normal school sessions (generally, September through May).
4. The City shall have use of the gymnasium from 3:00 p.m. to 9:00 p.m., Monday through Friday, during normal school session; 12:00 noon to 9:00 p.m. on weekends during normal school sessions and everyday, 12:00 noon to 9:00 p.m. during the three months that school is not in session or any other time that school is not in session.
5. Should the City increase its hours of use, the formula for calculating each agency's contribution rate shall be adjusted accordingly.

CITY OF EL PASO DE ROBLES

BY _____

Dated: _____

PS.WP2.A:Cent.Park:Agree.

PASO ROBLES UNION SCHOOL DISTRICT

BY John D. Crisp

Dated: April 12, 1994
(To be effective 9/1/95)

DRAFT

EXHIBIT "C"

CITY AND SCHOOL DISTRICT JOINT FACILITY USE AGREEMENT CENTENNIAL PARK POOL FACILITIES

A. Facility Use Factors

1. The Daniel Lewis Middle School (School District) shall have use of the Centennial Park Pool for their swim program from April 1st to June 1st annually (time period), approximately forty (40) days.
2. The School District shall be consulted regarding use of the Centennial Park Pool by the City during the time period noted in A-1 above. Any use of said pool facilities by the City shall be coordinated around the school district's use.
3. The School District's use of Centennial Park Pool shall be limited solely to the pool area within the confines of the perimeter fencing and shall not include the tennis courts, gymnasium and other adjacent facilities.

B. Cost Factors

1. The City shall be fully responsible for the maintenance and operational costs of the Centennial Park Pool during the time period excluding lifeguards.
2. For use of Centennial Park Pool during the time period, the School District shall pay the City three hundred dollars (\$300) per day to be billed monthly in arrears.
3. While not directly related to the School District's use of Centennial Park Pool, for each occasion during the year that the School District performs an extensive cleaning of the Centennial Park gymnasium floor, a credit of \$300 per occasion shall be applied towards the amount billed monthly for the daily use of the Centennial Park Pool. Credit(s) earned before or after the time period shall be accrued and applied during the next time period. No more than four (4) credits (\$1,200) shall be applied annually.

C. Other Factors

1. The School District shall, at its expense, maintain during the time period, comprehensive general liability and

working draft
(non-record)

property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence. The City shall be named as an additional insured, as its interest may appear. Prior to the time period, School District shall deliver to the City, an insurance endorsement evidencing the existence and amounts of such insurance and the naming of the City as an additional insured. The policy shall include a provision that it shall not be subject to cancellation or subject to reduction of coverage except after twenty (20) days prior written notice to the City.

2. Either party may terminate this Exhibit effective with the end of the fiscal year (30th day of June of any year) hereafter upon either party giving written notice to the other party, 360 days prior to the end of the fiscal year of its intention to terminate.

working draft
(non-record)

c:\amike\misdoc\scholexb.doc

Case 06-220
11/21/2006



CITY OF EL PASO DE ROBLES
"The Pass of the Oaks"

ORIGINAL

**LEASE AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES
AND THE PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
MUNICIPAL POOL FACILITY**

THIS AGREEMENT (hereinafter called "AGREEMENT"), made and entered into this 10th day of MAY, 2007, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation (hereinafter called "CITY"), and the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT (hereinafter called "DISTRICT").

RECITALS

- A. Education Code section 10900 et seq. of the State of California authorizes and empowers cities and school districts to organize, promote and conduct programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State, and to enter into agreements with each other for such purpose.
- B. Pursuant to those code sections, the CITY, through its Department of Library and Recreation Services, and the DISTRICT, under the "Agreement Between the City of El Paso de Robles and the Paso Robles Public Schools Regarding the Use of Facilities," originally drafted in the 1980's and last amended on October 12, 1993 (hereinafter called "1993 AGREEMENT"), have been sharing the use and expense of various community facilities.
- C. As part of the 1993 AGREEMENT, the CITY and the DISTRICT have been sharing the use and expense of the Municipal Pool facility located at 28th and Oak Streets. The facility includes the swimming pool (the "MUNICIPAL POOL"), therapy pool ("Therapy Pool"), adjacent surface parking lot and bathhouse (collectively referred to herein as "POOL FACILITY"). A legal description of the POOL FACILITY is attached hereto as Exhibit A and incorporated herein by reference.
- D. The POOL FACILITY is located on DISTRICT property.
- E. The parties desire to amend and clarify each party's rights and responsibilities with regard to the POOL FACILITY and agree that the provisions of the 1993 Agreement, as they relate to the POOL FACILITY, should be terminated.
- F. In the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the CITY and DISTRICT is both necessary and desirable.

AGREEMENT

The CITY and the DISTRICT enter into this agreement including the following covenants, terms and conditions:

1. INCORPORATION OF RECITALS. The above recitals, including the paragraph preceding the recitals, are hereby incorporated into this AGREEMENT as if set forth herein in full.
2. LEASE OF POOL FACILITY. DISTRICT leases to CITY and CITY hires from DISTRICT, for the consideration described in Section 8 of this AGREEMENT, the POOL FACILITY. CITY is granted the right at all times during the AGREEMENT TERM to exclusive use of the POOL FACILITY, subject to the provisions of this AGREEMENT.
3. TERM. The term of this AGREEMENT shall commence on the date the last party executes the AGREEMENT ("EFFECTIVE DATE") and continue for ten (10) years. The parties may agree to extend the term of this AGREEMENT for two (2) additional terms of five (5) years each.
4. PURPOSE. The CITY shall use the MUNICIPAL POOL for Water Safety Instruction, lifesaving classes, recreational swimming programs, and other uses consistent with this AGREEMENT. In addition, CITY shall be responsible for scheduling use of the MUNICIPAL POOL for DISTRICT's programs, as set forth in Section 5 of this AGREEMENT. The CITY shall schedule all uses for the Therapy Pool.
5. USE OF MUNICIPAL POOL BY THE DISTRICT. During the normal school year (September through May), CITY agrees to make the MUNICIPAL POOL available for use by the DISTRICT for the purpose of conducting DISTRICT's swim activities, including swim club activities as approved by the DISTRICT, swim team workouts, water polo workouts, swim meets, water polo meets, swimming instruction and other swimming activities that may be established or approved by the DISTRICT. DISTRICT's schedule shall also include the times required by North County Aquatics ("NCA") for its programs as described in the following paragraph. DISTRICT shall be responsible for providing CITY by July 1 of each year a schedule of the specific days and times it wishes to use the MUNICIPAL POOL for the coming school year. In addition, DISTRICT shall be solely responsible for providing appropriate supervision at the MUNICIPAL POOL for all of its activities.

DISTRICT currently has an agreement with NCA pursuant to which NCA pays DISTRICT for the right to use the MUNICIPAL POOL for its programs, which benefit the citizens of CITY. DISTRICT agrees and acknowledges that, as further consideration for the CITY obligations being undertaken in this AGREEMENT, it shall continue to allow NCA to use the MUNICIPAL POOL in substantially the similar manner and amounts of time and that, in any contracts entered into after the

date of this AGREEMENT, it shall not charge NCA each year more than an amount calculated as follows: DISTRICT CONTRIBUTION for that year multiplied by a fraction, the numerator of which is the number of hours NCA uses the MUNICIPAL POOL for such year and the denominator of which is the total number of hours specified in DISTRICT's annual schedule for use, as set forth in the preceding paragraph.

6. SCHEDULING, OPERATION AND MAINTENANCE. The CITY will be responsible for operating and scheduling the use of the POOL FACILITY during the term of this AGREEMENT. In addition, CITY shall be responsible for performing all repairs, operation and maintenance work at the POOL FACILITY.
7. PERMITTING OTHER USE. The CITY may permit and charge other agencies, private clubs, community organizations, and/or the public for the use of the MUNICIPAL POOL during the term of this AGREEMENT that does not conflict with DISTRICT's use of the MUNICIPAL POOL, as scheduled pursuant to Section 5, above, and retain any revenue derived therefrom. All third parties shall be required to provide evidence of insurance and a waiver of liability satisfactory to CITY.
8. CONSIDERATION. The following shall comprise consideration for the AGREEMENT.
 - A. RENT. The CITY's rent shall be its payment of the costs for normal operation and maintenance of the MUNICIPAL POOL and administrative costs for scheduling its use by DISTRICT as follows: (i) Eighty-two percent (82%) of the costs for chemicals, electricity, natural gas and maintenance labor in connection with the operation and maintenance of the MUNICIPAL POOL, and (ii) one hundred percent (100%) of the remaining costs associated with the normal and routine operation and maintenance of POOL FACILITY
 - B. DISTRICT'S CONTRIBUTION. For its right to use the MUNICIPAL POOL, the DISTRICT shall annually pay City an amount equal to eighteen percent (18%) of the costs for chemicals, electricity, natural gas and maintenance labor in connection with the operation and maintenance of the MUNICIPAL POOL and as invoiced by the CITY ("DISTRICT CONTRIBUTION").
 - C. The CITY shall pay all costs identified above, subject to the DISTRICT CONTRIBUTION under this Section 8. The CITY shall be responsible for developing estimates at the beginning of the fiscal year using the prior fiscal year's actual operation costs. No later than June 1, the CITY shall prepare and send an invoice detailing the costs and calculating the amount of the DISTRICT CONTRIBUTION for that fiscal year. [By way of example, CITY shall pay all operation and maintenance costs for the 2006-07 fiscal year, and shall send to DISTRICT an invoice by June 1, 2007 indicating the

amount of the DISTRICT CONTRIBUTION for the 2006-07 fiscal year.] Payment of the DISTRICT CONTRIBUTION shall be made as described in paragraph 9(D) below by June 30 for that fiscal year.

- D. DISTRICT shall send the requested amount to CITY c/o Administrative Services, 1000 Spring Street, Paso Robles, CA 93446. Upon request, CITY shall provide DISTRICT with evidence reasonably satisfactory to DISTRICT of the operation and maintenance costs of the MUNICIPAL POOL.

In the event that in any year during the term of this AGREEMENT, DISTRICT is unable to pay the full amount of its DISTRICT CONTRIBUTION, the parties agree that CITY shall receive a credit ("CREDIT") equal to the unpaid amount, which CREDIT shall be applied towards the purchase price of the POOL FACILITY, in the event that City exercises its PURCHASE OPTION, as set forth in Section 11 of this AGREEMENT.

9. AUDIT RECORDS AND ACCOUNTING. The CITY shall maintain adequate records and account for all expenses directly charged to the MUNICIPAL POOL and assign them on the above basis. DISTRICT shall have the right to request evidence to support any costs allocated to DISTRICT.
10. IMPROVEMENTS. DISTRICT agrees that any improvements that become a permanent part of the property shall remain a part of the property. Further, the DISTRICT shall not install any permanent improvements to the POOL FACILITY without the CITY's specific prior written approval.
11. OPTION TO PURCHASE POOL FACILITY. If or when during the term of this AGREEMENT, DISTRICT determines that it wishes to sell or otherwise transfer the POOL FACILITY or any portion thereof, DISTRICT agrees that it shall notify CITY in writing of such decision and shall not offer the POOL FACILITY or any portion thereof to any other party. Within one hundred twenty (120) days of receipt of such written notice, CITY shall notify DISTRICT in writing whether it wishes to exercise its option to purchase (the "PURCHASE OPTION") the POOL FACILITY or portion thereof. The parties acknowledge that CITY has made a considerable investment of CITY funds in the POOL FACILITY since its installation and will continue to do so, and that such investment is consideration for this PURCHASE OPTION.

The purchase price for the POOL FACILITY or applicable portion thereof shall be an amount as agreed upon by the parties. If the parties cannot agree upon a purchase price within sixty (60) days after the date of CITY's written notification of its exercise of this purchase option, the parties shall have an appraiser, selected by mutual agreement of the parties, prepare an appraisal of the POOL FACILITY or applicable portion, based on its then-current condition and use as a municipal pool facility. The purchase price for the POOL FACILITY, or portion thereof, shall be the amount agreed upon by the parties or the appraised value, whichever is

applicable, minus the total amount of CREDIT, if any, that CITY is entitled to receive pursuant to the provisions of Section 8 and/or Section 12 of this Agreement.

12. PROPERTY DAMAGE. DISTRICT shall notify the CITY promptly in writing if any facilities at the POOL FACILITY have been vandalized, damaged, are in need of repair or present a safety factor for any user during its use of the MUNICIPAL POOL. If the CITY repairs the property damage, the DISTRICT will be responsible for paying for such repairs needed on account of damage caused by the DISTRICT, its personnel or its users. The CITY will invoice the DISTRICT for the repair costs, and the DISTRICT shall pay the CITY within thirty (30) days of the invoice. In the event that DISTRICT is unable to pay for the costs to repair such damage to the POOL FACILITY, CITY shall be entitled to receive a CREDIT for the costs of such repair, which CREDIT shall be applied to determine the purchase price for the POOL FACILITY, as set forth in Section 11 of this Agreement.

13. INSURANCE. The DISTRICT shall, at its expense, maintain during the term of this AGREEMENT, comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence, and \$500,000 for damage to or destruction of property in any one occurrence and \$2,000,000 general aggregate limit. The CITY shall be named as an additional insured on the District's policy by endorsement. Within thirty (30) days of the date of this AGREEMENT, DISTRICT shall deliver to the CITY evidence of the existence and amounts of such insurance and an endorsement naming the CITY as an additional insured. The DISTRICT's policy shall be considered the primary policy for any occurrences arising out of DISTRICT's use of the POOL FACILITY. The policy shall include a provision that it shall not be subject to cancellation or subject to reduction of coverage except after 20 days prior written notice to the CITY.

In addition, CITY shall name DISTRICT as an additional insured on the CITY's policy for the POOL FACILITY.

14. INDEMNIFICATION. Each party hereto shall indemnify the other for any damage, expense (including attorney's fees) or liability arising out of or relating to the performance of its duties in relation to this AGREEMENT, to the extent such damage, expense or liability is caused by its negligent act or omission, wrongful conduct, or breach of its duties under this AGREEMENT. Further, each party hereto shall be responsible for any and all damage to the property of the other party resulting from such liable party's use of the POOL FACILITY pursuant to this AGREEMENT.

15. DISPUTES. In the event of a disagreement between the CITY and the DISTRICT on the interpretation of any provision of this AGREEMENT, the City Manager and District Superintendent, or their designees, shall meet and resolve the differences within 30 days. If they are unable to resolve their differences informally, the dispute shall be submitted to mediation before a mutually agreeable mediator. The costs of the mediator shall be borne equally by the CITY and the DISTRICT.
16. TERMINATION. This AGREEMENT may be terminated on the 30th day of June of any year hereafter upon either party giving written notice to the other party 360 days prior to termination date of its intention to so terminate. The CITY agrees, upon termination hereof, to quit and surrender the POOL FACILITY in the same order and condition as the POOL FACILITY was in at the time of commencement of the TERM hereof, reasonable wear and tear excepted.
17. DEFAULT. In the event the CITY or the DISTRICT shall be in default in the performance of any obligation on either party's part to be performed under the terms hereof, which default shall continue for thirty (30) days following the giving of notice thereof and demand for correction thereof by one party to another, the party not in default may exercise any and all remedies granted by law or equity.
18. REPRESENTATION OF DISTRICT. The DISTRICT represents, and the CITY acknowledges, that the DISTRICT is the owner and lessor of the POOL FACILITY.
19. ASSIGNMENT. This AGREEMENT shall be binding upon the parties hereto and their heirs and successors; however, this paragraph shall not be construed as authorizing any transfer or subleasing of the property except as indicated in this AGREEMENT. No assignment, transfer or sublease of this AGREEMENT shall be binding unless approved in writing, in advance by the other party.
20. AMENDMENT. This AGREEMENT may be amended only by written instrument approved by the DISTRICT's Board of Trustees and the CITY's City Council.
21. INTEGRATION. This AGREEMENT provides for a program of jointly using the MUNICIPAL POOL. This AGREEMENT represents the entire and integrated agreement between the CITY and the DISTRICT and supersedes all prior negotiations, representations or agreements, either written or oral, related to joint use of the POOL FACILITY. This AGREEMENT may only be amended by the parties in writing.

22. NOTICE. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this AGREEMENT shall be sent (by United State Postal Service or overnight courier) to the parties at the following addresses:

| | |
|-----------|--|
| CITY: | City of Paso Robles Department of Public Works Attn: Director of Public Works 1000 Spring Street Paso Robles, California 93446 |
| DISTRICT: | Paso Robles Joint Unified School District 800 Niblick Road Paso Robles, California 93446 Attn: <u>Superintendent</u> |

23. Any notice will be effective three (3) working days after it is deposited in the mail, or on the date actually delivered by the courier.
24. A Memorandum of this AGREEMENT shall be recorded in the Office of the San Luis Obispo County Recorder in substantially the form attached hereto as Exhibit B, and incorporated herein by reference.

25. IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by the respective officers and duly authorized by the CITY and the DISTRICT the day and year first above written.

CITY:

CITY OF EL PASO DE ROBLES, a municipal corporation


Frank Mecham, Mayor

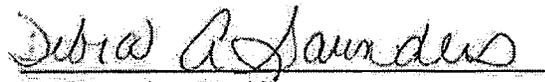
ATTEST:


Deborah D. Robinson, Deputy City Clerk

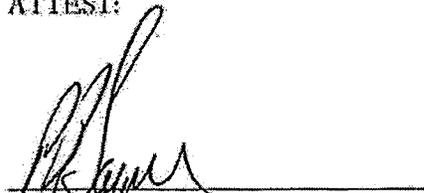
-AND-

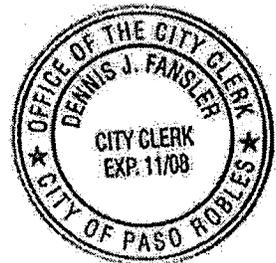
DISTRICT:

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT


Debi Saunders, President
Board of Trustees

ATTEST:


Patrick Sayne, Clerk of the Board



LEGAL DESCRIPTION OF POOL FACILITY

Legal Description:

Parcel 1 of Parcel Map PR 86-091 in the City of El Paso de Robles as recorded in Book 40 of Parcel Maps at page 56 in the Office of the County Recorder for the County of San Luis Obispo, in the State of California.

Names of the owners of the Property:

Paso Robles Joint Unified School District
800 Niblick Road
Paso Robles, CA 93446

APN: 008-102-010

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

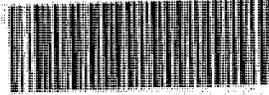
AB
6/25/2007
1:07 PM

Recorded at the request of
Public

Recorded At The Request Of And
When Recorded, Return to:

City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: Public Works Division

DOC#: **2007042838**



| | | | |
|---------|---|--------|--------|
| Titles: | 1 | Pages: | 6 |
| Fees | | | 0.00 |
| Taxes | | | 0.00 |
| Others | | | 0.00 |
| PAID | | | \$0.00 |

APNs: 008-102-010

Exempt from All Fees and Taxes Pursuant to
Government Code §27383

THIS SPACE RESERVED FOR RECORDERS USE

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum") is made and entered into as of May 10th, 2007, by and between the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT (hereinafter "District") and THE CITY OF EL PASO DE ROBLES, a municipal corporation of the State of California (hereinafter "City"). This is a Memorandum of that certain Lease Agreement [Municipal Pool Facility] (the "Lease"), entered into between District and City, dated concurrently herewith.

1. District has leased to City, and City has hired from District, that certain real property owned by Landlord and situated in the City of El Paso de Robles, County of San Luis Obispo, State of California, more particularly described in Exhibit A, attached hereto and incorporated by reference herein (the "Pool Facility"), and shown on the Map attached hereto a Exhibit B and made a part hereof. The Pool Facility consists of the land, together with the swimming pool, therapy pool, adjacent surface parking lot and bathhouse located thereon. The Property is located at 28th Street and Oak Street in the City of El Paso de Robles.

2. The Pool Facility shall be used solely for the purposes set forth in accordance with the provisions of the Lease and made available to the District at the times specified in the Lease.

3. The term of the Lease is a period of ten (10) years commencing on the date of the Lease (May 10, 2007), and terminating at 11:59 p.m. on May 10, 2017, unless extended, pursuant to the Lease. City shall have the option to extend the term of the Lease for up to two additional terms of five (5) years each, for a total possible term of twenty (20) years, pursuant to the provisions of the Lease.

4. City shall pay rent in the amount of the costs for certain operation, maintenance and administrative costs associated with the Pool Facility, as set forth in the Lease. District is

also required to contribute a portion of certain costs for operation and maintenance, as set forth in the Lease.

5. The Lease also provides that City has an option to purchase the Pool Facility from District, on the terms and conditions set forth in the Lease.

6. This Memorandum is made upon all the terms and conditions contained in the Lease between District and City, and all of said terms and conditions are incorporated by reference herein. This is a Memorandum, prepared for recording purposes only, and nothing herein shall be deemed or construed to modify or amend any of the terms of the Lease.

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective parties hereto have executed this Memorandum of Lease, personally or by officers or agents thereunto duly authorized.

DISTRICT:

CITY:

PASO ROBLES JOINT UNIFIED SCHOOL
DISTRICT

CITY OF EL PASO DE ROBLES

By: Debra A. Saunders
Debi Saunders, President
Board of Trustees

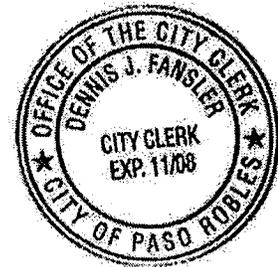
By: Frank Mecham
Frank Mecham
Mayor

ATTEST:

ATTEST:

By: Patrick Sayre
Patrick Sayre, Clerk of the Board

By: Deborah D. Robinson
Deborah Robinson, Deputy City Clerk



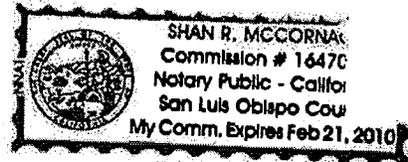
STATE OF CALIFORNIA
COUNTY OF San Luis Obispo

On May 10, 2007, before me, Sham R. McCormack,

personally appeared Debra A. Saunders
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sham R. McCormack



* * * * *

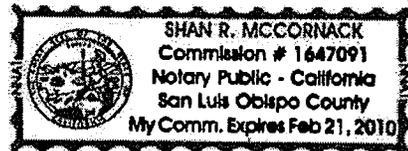
STATE OF CALIFORNIA
COUNTY OF San Luis Obispo

On May 10, 2007, before me, Sham R. McCormack,

personally appeared Patrick J. Payne
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sham R. McCormack



STATE OF CALIFORNIA)
COUNTY OF San Luis Obispo)

On May 15, 2007, before me, Sharie A. Scott, Notary Public,

personally appeared Frank Mecham,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sharie A Scott

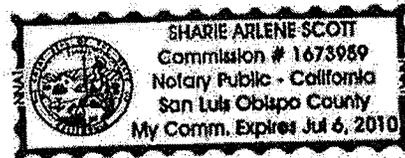


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1 of Parcel Map PR 86-091 in the City of El Paso de Robles as recorded December 10, 1986 in Book 40 of Parcel Maps at page 56 in the Office of the County Recorder for the County of San Luis Obispo, in the State of California.

Names of the owners of the Property:

**Paso Robles Joint Unified School District
800 Niblick Road
Paso Robles, CA 93446**

APN: 008-102-010

**Paso Robles Joint Unified School District Board of Trustees
and
Paso Robles City Council
Special Meeting**

ATTACHMENT COVER SHEET

| | |
|---|----------------------------------|
| ATTACHMENTS (LIST): Memo from Paso Robles Chief of Police Robert Burton re: City & School Public Safety | NUMBER OF PAGES: 2 |
|---|----------------------------------|

ITEM #: 4.f

BOARD MEETING DATE: 01-09-14

TO: James L. App, City Manager
FROM: Robert Burton, Chief of Police
SUBJECT: City & School Public Safety
DATE: January 9, 2014

The City of Paso Robles and the PRJUSD formed a partnership in 1998 to establish a School Resource Officer (SRO) program on local school campuses. At that time, the Police Department assigned a police officer to the High School. PRJUSD agreed to pay half the salary for this position and the City agreed to supply the officer, police vehicle and all safety equipment. The SRO worked on school grounds for 9 months out of the year, the remaining 3 months the officer was assigned to the Police Department.

This partnership continued for 15 years, during which time the number of SRO positions fluctuated between 1 and 3 full or part time positions (see the attached history). This partnership was valuable in that it increased police presence on campus, provided better communication / information sharing regarding juvenile crime, and provided a quicker police response (when needed). In 2013 the City and PRJUSD could no longer fund a SRO position due to financial /staffing reasons.

The Police Department is in a rebuilding phase with future policing priorities based on community needs. The priorities are:

1. Restore a third Detective position in General Investigations
2. Restore a Traffic Officer position
3. Restore a School Resource Officer position
4. Restore a Property / Evidence Room position

Both the Detective and Traffic positions are core law enforcement services that benefit the entire community. The priorities take into consideration the fact the PRJUSD currently has two Safe School Specialists that work closely with the Police Department in regards to school / juvenile crime. The Police Department would consider moving the SRO position higher on the priority list should the PRJUSD be interested in sharing the cost of a SRO.

Paso Robles School Resource Officer History

Prior to 1998 the Paso Robles Unified School District (PRJUSD) had a single Safe School Specialist on Campus with no police powers.

1998 – 1 Full Time SRO. This officer was primarily assigned to the High School campus. The City and PRJUSD split the cost of the SRO.

2000 – 1 Full Time SRO and 1 Part Time Reserve SRO. The Police Department assigned a part time Reserve Police Officer to assist the full time SRO. The PRJUSD paid the entire cost of the part time Reserve Police Officer.

2002 – 1 Part Time Reserve SRO. The full time SRO resigned August 1st, 2002. The Reserve SRO took over for that school year.

2003 – 1 Full Time SRO and 1 Part Time Reserve SRO. A new full time SRO was hired and continued to work alongside the Reserve SRO.

2005 – 2 Full Time SROs and 1 Part Time Reserve SRO. The PRJUSD was awarded a SCCP Grant in the amount of \$300K. The grant period ran for 3 years (July 1, 2005 through June 30, 2008). The grant paid \$178K toward a School Resource Officer (SRO), which was essentially 50% of the cost of an officer position for those 3 years. The Police Department hired a second SRO and paid the remaining 50% of the officer salary. The SCCP grant identified Flamson Middle School as the primary location for the grant funded SRO.

2008 – 2 Full Time SROs. The Reserve SRO was reassigned to the Police Department.

2009 – 1 Full Time SRO. The PRJUSD gave notice they could no longer fund half the salary of 2 SRO positions now that the SCCP Grant was complete. One of two SRO positions was eliminated July 1, 2009.

2012 – 1 Full Time Reserve SRO. The remaining full time SRO retired, but continued on as a full time Reserve SRO for one year. The PRJUSD paid the entire annual cost of the SRO this year as the reserve hourly rate was lower than that of a full time officer.

2013 – No Paso Robles Police Department SROs in the schools. The PRJUSD currently employs 2 Safe School Specialists on school grounds similar to those used before 1998.

Paso Robles Joint Unified School District Board of Trustees
and
Paso Robles City Council
Special Meeting

ATTACHMENT COVER SHEET

ATTACHMENTS (LIST):

Memo from Paso Robles Water Resources Manager Christopher Alakel re: City Water Supply; PRJUSD Water Use

**NUMBER OF
PAGES:**

5

ITEM #: 4.g

BOARD MEETING DATE: 01-09-14

To: James L. App, City Manager
From: Christopher Alakel, Water Resources Manager
Subject: City Water Supply; PRJUSD Water Use
Date: January 9, 2014

The memo outlines recent City water usage and sources of supply. Also presented are PRJUSD water use trends, costs, and projected future costs.

City Water Demand and Supply

In 2009, in response to summertime water shortages related to decreasing basin well production, the City implemented a comprehensive water conservation program. The community responded, and annual water demand has declined by almost 20 percent relative to 2008 levels (see table below).

| Year | Paso Robles Demand (AF) |
|-------------|--------------------------------|
| 2008 | 7891 |
| 2009 | 6662 |
| 2010 | 6326 |
| 2011 | 6397 |
| 2012 | 6693 |
| 2013 (est.) | 6800 |

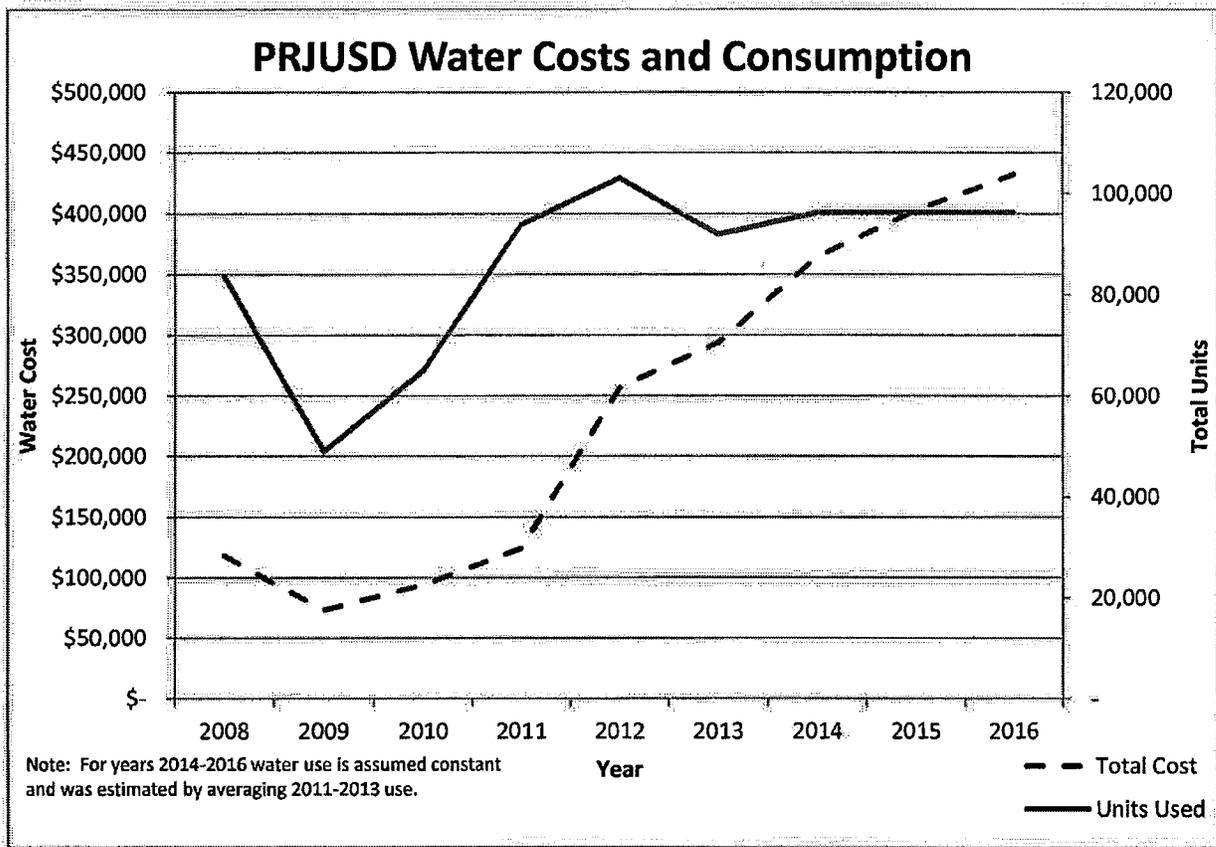
The City's 2010 Urban Water Management Plan (UWMP) provides the framework for providing a sustainable water supply for the build-out of the General-Plan-Area population of 44,000. The acquisition and use of Lake Nacimiento Water is the cornerstone of providing a long-term sustainable supply, along with meeting 2010 UWMP per-capita conservation goals. The City will continue to utilize its Salinas River Underflow wells, and to a lesser extent, water from the Paso Robles Groundwater Basin.

The City is nearing completion of the design of a Phase-1 Nacimiento Water Treatment plant having a production capacity of 2.4 million gallon per day (MGD). Plans call for the plant to go to construction in 2014 with completion in mid-2015. The plant will be operated initially during the summer months to meet peak water demands. Construction of a 4.0 MGD Phase-2 plant is planned in the future to enable full use of the City's allocation of Nacimiento water. Timing of the Phase 2 plant will depend on the pace of new development and future water demands.

Proposed developments that are outside of the City's current General Plan and UWMP (i.e. proposed annexations or general plan amendments resulting in an increase in projected water demand) will be required to pay for the purchase of additional Nacimientto supply and treatment capacity that will be added to the Phase-2 plant to satisfy projected demands. The City is also finalizing a recycled water master plan to provide a roadmap for utilizing recycled wastewater for the irrigation of landscape, golf courses, and agricultural. Please see attached letter for additional information regarding the City's water resources.

PRJUSD Water Use and Costs

Total water use and costs incurred by PRJUSD schools is shown in the chart below. Water rate increases in 2012 and 2013 are reflected in the higher total costs shown in the table. Approved rate increases for the 2014 through 2016 are also shown in the higher projected total water costs for the district in future years.





CITY OF EL PASO DE ROBLES
"THE PASS OF THE OAKS"

Jim DeRose, Foreperson
San Luis Obispo County Grand Jury
PO Box 4910
San Luis Obispo, CA 93403

11/13/2013

Subject: Grand Jury Information Request – City Water Resources

1. What are your agency's current sources of water and what is the approximate annual use in acre-feet, from those sources?

The City of Paso Robles has three sources of water: 1) Salinas River shallow underflow wells classified by the State as "surface water" (use is allowed by State with a permit limitation of 4,600 acre feet per year (AFY)), 2) Lake Nacimiento water allocation (4,000 AFY), and 3) Paso Robles Groundwater Basin wells. In 2012, (last year of complete data) the City produced 3,814 AF from the Salinas Underflow and 2,879 AF from basin wells.

During the summer of 2013, the City began using a portion of its Nacimiento water allocation to recharge its Salinas River Underflow wellfield in response to drought and declining river wells to further reduce reliance on deep basin groundwater wells.

The City has completed the design of a water treatment plant to treat Nacimiento water for direct potable use. The plant is scheduled for construction in 2014/15 and will have a treatment capacity of 2.4 million gallons per day (MGD). The plant will be operation by summer of 2015.

2. Has your water source or use changed in the past five years?

In addition to bringing on Nacimiento water as a new supply, Paso Robles implemented a comprehensive water conservation program in 2009. As a result, total annual water demand for the City has declined by approximately 17.6% from 2007 levels. That is, total water production in 2007 was 8,127 AF and declined to 6,694 AF in 2012. Use of the deep Paso Robles Groundwater Basin wells has been reduced by almost 30% from a high of 4,103 AF in 2007 to 2,879 AF in 2012. Further reduction of deep basin groundwater use is projected as Nacimiento use increases.

3. What if any sources of water do you have in reserve and how much, in acre-feet are available from that source?

The City is entitled to 4,000 AFY from Nacimiento. An additional 1,400 AFY will be purchased in the future. Further, the Nacimiento project includes 6,000 AF remaining entitlement for purchase.

Additionally, the portion of the Nacimiento allocation that is not directly treated and delivered to customers can be used to augment shallow Salinas River wells during periods of drought. This technique (while not efficient enough for long-term use) was successfully demonstrated during the summer of 2013 to be able to provide an additional 1.5 MGD of potable water.

The City's policy is that all new residential and commercial development be based on delivery of Nacimiento water. A Phase-II water treatment plant will be constructed in the future as new development occurs and overall City water demand increases.

4. Do you have, or do you have the option to purchase "insurance" from the State Water Project?

Paso Robles evaluated various supplemental water supply options and the most cost-effective and reliable water source for Paso Robles was determined to be Lake Nacimiento through the Nacimiento Water Project. Therefore, the City has invested in the Nacimiento Water Project, not the State Water Project. Additionally, the City is completing a Recycled Water Master Plan. It is planned as the City's fourth source of water.

5. Estimate your annual water usage in acre-feet by category: residential, industrial, commercial, and agriculture?

The City of Paso Robles metered customer deliveries in 2012 were as follows. NOTE: The numbers below are sales figures and do not include flushing, system maintenance, leaks, theft and meter losses.

| | |
|----------------------|--|
| Residential | 4195 AF |
| Commercial/Institut. | 795 AF |
| Industrial | 179 AF |
| Landscape Irrigation | 962 AF (Does not include self-supplies golf courses) |
| Other | 22 AF |
| Agricultural | 0 AF (City does not provide water for agriculture) |

6. Do you have any trade or mutual aid agreements with any other water agencies?

Not at this time. The City of Paso Robles, Templeton CSD, and Atascadero Mutual Water Company have explored the possibility of system interconnections and will continue to look at potentially cost-effective win-win projects to improving water supply reliability.

7. Do you have any non-metered users of water in your jurisdiction and what is the estimated usage in acre-feet from non-metered sources?

There are several agricultural parcels, golf courses, and grandfathered private residences that utilize private wells. The City currently has no means or ability to track water use on these properties. Although it is estimated that together they may pump approximately 2,300 AFY. The City's current well policy prohibits new wells, except for those needed to support agriculture.

8. How is your water demand trending relative to supply? Do you foresee a surplus or deficit in the next five years?

The City has multiple water sources, plus the future planned addition of recycled water, the use of which will be phased-in to meet future demands. The City will strive to maintain a 20% water supply cushion to maintain water system reliability and mitigate decreases in supply due to drought, mechanical failures, groundwater level declines and increases in demand.

The City of Paso Robles is well-positioned to meet projected water demands through its build out (e.g., 44,000 residents). Buildout is estimated in 2045.

Respectfully,



Doug Monn
Director of Public Works

**Paso Robles Joint Unified School District Board of Trustees
and
Paso Robles City Council
Special Meeting**

ATTACHMENT COVER SHEET

| ATTACHMENTS (LIST): | NUMBER OF PAGES: |
|---|-------------------------|
| Memo from Paso Robles Chief of Police Robert Burton re: City & School Gang Activity | 6 |
| List of Gang Challenges Grades 6-12: Flamson Middle School, Lewis Middle School, Paso Robles High School, and Alternative Education | 4 |

ITEM #: 4.h

BOARD MEETING DATE: 01-09-14

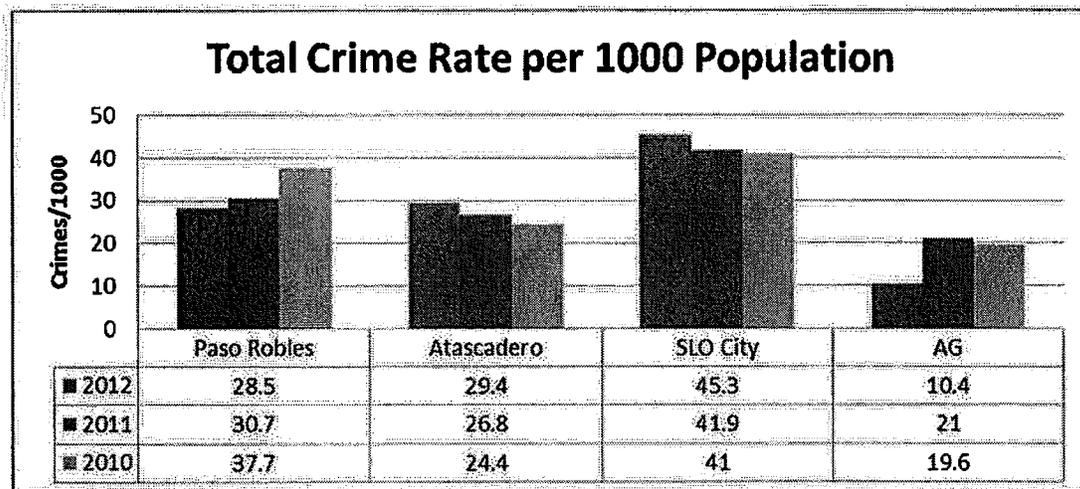
TO: James L. App, City Manager
FROM: Robert Burton, Chief of Police
SUBJECT: City & School Gang Activity
DATE: January 9, 2014

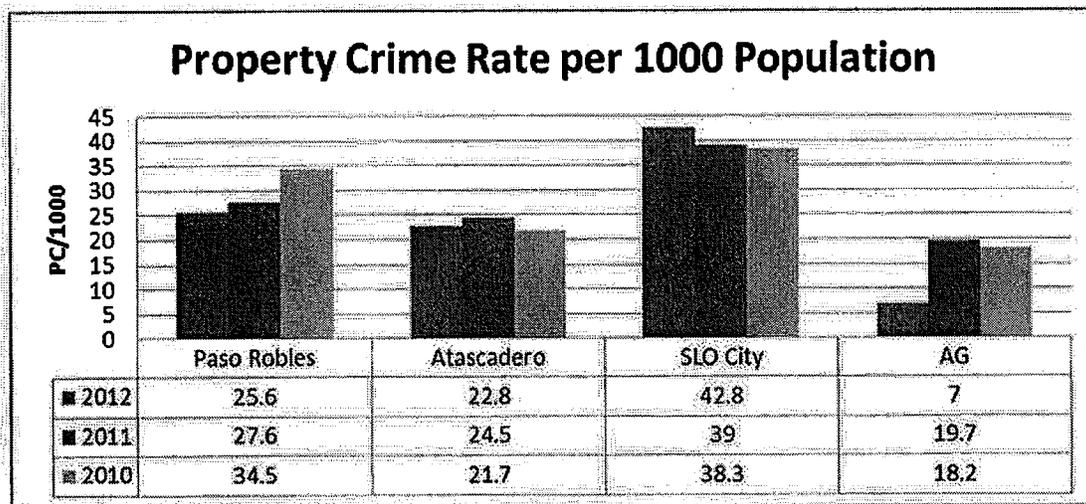
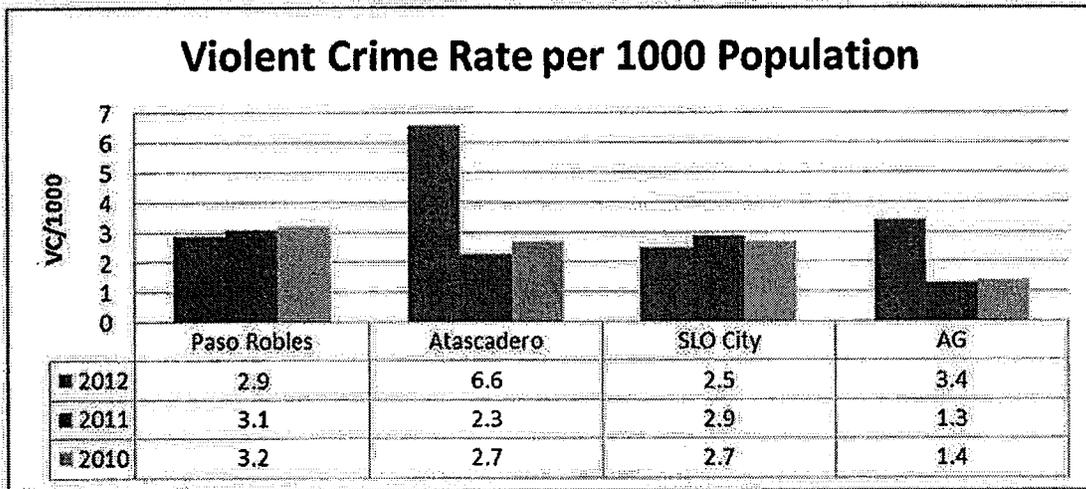
The City of Paso Robles has experienced a gang presence since the early 1980s. This presence has primarily been Sureno gangs (Southern Hispanic gangs), but the City has also experienced some minor gang presence in the form of Norteno gangs (Northern Hispanic gangs), outlaw motorcycle gangs (OMGs) and white supremacist gangs. As a result, the PRJUSD has also had a presence of gangs on their campuses based upon the fact local schools are a reflection of the City and its population.

In order to accurately explore the level of gang activity and related crime in the City and schools, it is important to present available data in context to population and comparative volumes of other criminal activities in Paso Robles and other local communities.

CRIME STATISTICS IN PASO ROBLES

FBI Uniform Crime Reports (UCR) show that Part I crimes in Paso Robles have had little variance over the past three year period, 2010-2012. In fact, the current crime trend in the City of Paso Robles has been downward. 2013 UCR is not available until year's end. The following is a 3 year comparison of crime statistics for several cities within San Luis Obispo County:





*UCR data was obtained from FBI UCR website.

GANG STATISTICS IN PASO ROBLES

Gang related criminal statistics are most commonly measured by the number of criminal cases filed with the District Attorney's Office. These criminal cases are filed with an enhancement (Penal Code 186.22) due to the fact the crime was committed by a documented gang member and normally in the furtherance of that gang. The following is a comparison of gang cases filed by the San Luis Obispo County District Attorney:

| | 2013* | 2012 | 2011 | 2010 | 2009 | Total |
|----------------|-------|------|------|------|------|-------|
| Paso Robles: | 12 | 7 | 10 | 0 | 5 | 34 |
| Atascadero: | 3 | 4 | 0 | 12 | 0 | 19 |
| SLO: | 1 | 0 | 0 | 0 | 2 | 3 |
| Arroyo Grande: | 5 | 1 | 0 | 3 | 0 | 9 |

(*2013 number of gang cases filed is from January through September)

For the 3 year span of 2010-2012, gang related cases filed with the District Attorney's Office made up less than 1% (.6%) of all UCR crime in the City of Paso Robles. However, there are many cases investigated by the Paso Robles Police Department that are deemed "gang related" cases that are ultimately never filed with the District Attorney's Office. This is due to various factors. Some cases involve vandalism with gang related graffiti where there are typically no witnesses and no viable suspect. In crimes of violence that have been identified as "gang related" there is often an associated difficulty of witnesses unwilling to come forward and victims that refuse to talk to the investigating officers. Due to the lack of viable suspect information caused by uncooperative witnesses and suspects, many identified gang related cases cannot be filed with the District Attorney. The District Attorney identified 34 cases from Paso Robles that were charged with a gang enhancement of 186.22PC during the time span from 2009 to September 2013; however, during that same time there were 73 cases identified by the Paso Robles Police Department as gang related.

The following gang related cases are some of the more serious incidents that were not sent to the District Attorney's Office for filing due to various reasons including: non-cooperative victims, witnesses unwilling to come forward, of lack of suspect information.

- February 5, 2011- Stabbing.
- August 27, 2011- Shooting, Attempted murder.
- December 10, 2011- Felony assault.
- July 27, 2012- Shooting, Attempted murder, multiple suspects involved.
- August 09, 2013- Shooting at an inhabited dwelling.
- August 15, 2013- Shooting at an inhabited dwelling.
- August 17, 2013- Stabbing, reported the following day.
- August 18, 2013- Shooting at an inhabited dwelling.
- November 01, 2013- Shooting, Attempted murder, 1 victim.
- November 17, 2013- Shooting, Attempted murder, still under active investigation.

In addition to these significant cases, there were also several gang related vandalism cases that could not be filed due to lack of suspect information.

Population of Probationers with a Gang Clause (Adult and Juvenile)

Persons convicted of gang related criminal activity are often times released from custody on probation with a gang clause. A gang clause often indicates those on probation can't associate with other documented gang members or be present in specific areas of the City. The following is a comparison of probationers with a gang clause for several cities within San Luis Obispo County:

Paso Robles: 35 (this represents less than 1% of all 598 Paso Probationers that live in Paso Robles)

Atascadero: 16

Arroyo Grande: 14

San Luis Obispo: 18

PASO ROBLES OVERALL CRIME vs. GANG RELATED CRIME STATISTICS

From 2010 to 2012 the City of Paso Robles' UCR statistics indicate a downward trend in overall crime (down 22%), and a slight down-turn in violent crime (down 4.2%). While gang member probation population totals for the City of Paso Robles are higher than other County jurisdictions; gang crime in the City of Paso Robles equates to less than 1% of total UCR crime. However, an analysis of violent crime arrests reveals a disproportionately high rate for gang members when compared to the general populace; indicating gang members are more likely to be arrested for violent crimes.

CURRENT GANG TRENDS IN PASO ROBLES

The City of Paso Robles is currently seeing two trends that have been emerging over the past 5 years.

- Hispanic gang factions can be divided between Surenos and Nortenos. The Sureno population in the City has essentially remained static as the Sureno population is multi-generational with minor recruiting activity. The Norteno population in the City has recently increased as exhibited by an increase in Norteno related graffiti with the City limits, and also an apparent increase of rival "gang on gang crime." The increase is also due to families relocating to this area from predominantly Norteno areas. The Nortenos in this area have increased their efforts to recruit new members since they are significantly outnumbered by rival Sureno gang members.
- Outlaw motorcycle gangs (OMG) have historically had a presence in and around the City of Paso Robles. OMG's such as the Vagos, Hell's Angels, and Moloch's are vying for control of the Highway 46 corridor to monopolize illegal money making enterprises and drug trafficking routes. OMG's commonly utilize violence and intimidation to resolve territorial disputes. In 2007 the Hells Angels attempted formalize a clubhouse in Paso Robles, but this was met with

resistance from law enforcement and it did not materialize. This past year the Vagos have been looking to formalize a clubhouse in Paso Robles, but this has yet to be established.

CURRENT GANG TRENDS IN PASO ROBLES SCHOOLS

All criminal activity occurring on school campuses in the City of Paso Robles are handled by the Police Department. Therefore, any gang related crimes would be documented and sent to the District Attorney's Office for filing just like any other case taken in the City.

In the past 3 years there have been no gang related cases filed by the San Luis Obispo County District Attorney for incidents occurring on school campuses. The schools have experienced some gang graffiti from time to time, but these incidents are very limited. The school is aware they have a very small portion of students that are affiliated with Hispanic and white supremacist gangs, but there have not been any major conflicts reported.

The Police Department does not currently have any officers assigned to school campuses. As a result, any information on gang activity on school grounds is based on calls for service from the schools.

GANG INTERVENTIONS

The Police Department knows the importance of reducing the magnitude, frequency and violence of gang activity. This is usually accomplished through the application of (1) **Prevention and Intervention**, (2) **Detection and Suppression** and (3) **Rehabilitation and Re-entry**. The Police Department and the Community have the ability to work on the first two applications.

Prevention and intervention is accomplished by reaching out to young children or teens before being recruited by gang members. The following are resources currently available in Paso Robles for children or teens:

- Youth in Action – A program working with at risk students between the ages of 10 and 14. Students are taught about positive values, conflict resolution, anger management, and refusal skills and are shown the impacts of belonging to a gang.
- Teen Resource Center – An after school program from teenagers that affords a safe environment for homework, tutoring and activities.
- Youth Works – An after school program run by the Housing Authority that provides a homework club and trade activities such as gardening and woodworking.
- Paso Robles Youth Arts Foundation – An organization created to enrich the lives of area youth with free classes in the visual and performing arts in a safe, nurturing environment.
- Studios on the Park – An organization that affords the youth of Paso Robles a cost free educational opportunity through the arts.

- Cuesta College Estrella Career Center – A program designed to assist students and early adults in finding employment through the use of workshops and employment resources.
- Local mentoring programs are also important. Programs like Boys and Girls Club, Big Brother Big Sisters, Boy Scouts, 4H and sports leagues help give children alternatives to spending time on the streets.

Detection and suppression is accomplished by local law enforcement. The Police Department formed a Special Enforcement Team (SET) six (6) months ago to combat gang activity. The SET Officers routinely identify known gang members, document gang related activities and investigate gang related crimes. The Department also partners with the San Luis Obispo County Gang Task Force and other State and Federal law enforcement organizations to share information regarding gang members and gang trends.

Rehabilitation and re-entry is accomplished by State funding for re-entry programs for probationers / parolees who need job training, mental health and substance abuse counseling, housing placement upon release, educational assistance, and other services in the critical few months just prior to their release from jail or prison.

Flamson Middle School - Gang Challenges 2013-2014

Over the last few years the North County has experienced an increase in gang related activities. The reductions in both school and city resources have caused challenges at the middle school level. Over the past two years, we have dramatically increased the number of calls to the Paso Robles Police Department. While every call has been answered in a professional manner, the climate has moved from being a proactive response to criminal/gang activities on campus to a reactive one. At the middle school level, we have many students who are at-risk of associating with the gangs currently operating within the city. While the students are not full members of the gangs, many view the gangs as an exciting place to be, a place where they could become "somebody". The students emulate gang dress, graffiti, hand signs, and other gang cultural symbols. While we have identified many students as being at-risk (many are related to known gang members), we have been fortunate in not experiencing major discipline problems with our students. However, we are experiencing an increase in marijuana brought on campus by these at-risk students and those at-risk students attempting to recruit 6th grade students into their campus groups. The return of a School Resource Officer (SRO) and the full implementation of the gang intervention program in the district will help create an environment that promotes learning. When Flamson had a SRO on campus, students and families were able to create positive relationships with the Paso Robles Schools and Police Department. It would be nice to return to those days.

Lewis Middle School Memorandum

To: Dr. Kathleen McNamara

From: Richard A. Oyler, Principal

Re: Gang and Gang Related Activity Involving Lewis Students

Date: 10 December 2013

Working with Pedro Arroyo, San Luis Obispo Probation Officer, we have labored to identify students, both male and female, who are at risk to be recruited into one of our local street gangs. In the past five years, gang indicia, gang signs, and gang activity such as intimidating rival gang members has decreased significantly amongst Lewis Middle School students. In fact, this year, we had difficulty finding more than three or four students who might benefit from the young men's program that Mr. Arroyo sponsors.

We believe the decrease in overt gang activities and the seeming lack of participation amongst Lewis students is due to the vigilance of the San Luis Obispo County Sheriff's Department, County Probation, Paso Robles Police Department, and the Paso Robles JUSD all working effectively together. Paso Robles is not a magic kingdom that is immune to the influences of the larger culture, nor the migration of street wise gang members into our schools and community. We have dealt with these influences and these gang members effectively through education, the district discipline program, law enforcement, programs such as Mr. Arroyo's young men's group, SARB and parent education.

Having a School Resource Officer would be a proactive measure that would help ensure that our students continue to attend school free from the overt and covert negative influences of street gangs. Prevention is always more effective and less expensive than combating an outbreak or epidemic of gang activity.

Paso Robles High School – Gang Challenges 2013-2014

The issue of gang affiliation and activity at Paso Robles High School modulates from year to year. Currently, the majority of our gang related offenses are dress code violations. However, while the number of gang related infractions has decreased the past several years, we continue to see evidence of gang activity at the high school on a daily basis. Because of this, we are fortunate at PRHS that the school continues to have the support of a School Resource Officer in Bob Velasquez. He has been an invaluable resource for us. Although gang activity is not a major issue at this time, concern exists regarding the gang activities that appear to exist at the local middle schools. Historically, gang activity is generally most existent at the 9th and 10th grade levels in high school. As such, students in these grade levels typically serve as conduits between the middle schools to promote gang activity and associations. Continuation of a School Resource Officer at PRHS is essential. Moreover, to proactively address the issue of gang activity at the middle school and as it relates to 9th and 10th grade students at PRHS, provision of school resource officer services at the middle schools would be an effective and positive action to ensure that the issue of gang activity and affiliation continues to be controlled throughout the 6-12 school system in our community.



PASO ROBLES PUBLIC SCHOOLS

800 Niblick Road, P.O. Box 7010 • Paso Robles, California 93447
Telephone: (805) 769-1000 • Fax: (805) 237-3324 • www.pasoschools.org

ALTERNATIVE EDUCATION

Gangs have had minimal effects on our student body. Occasionally we have had to modify student schedules to separate individuals who belong to rival gangs. Currently we have some teen moms who are fighting for sole custody because they don't want their babies to grow up in a gang environment. No property damage, tagging of materials or violence on campus has occurred because of gangs so far this year. The campus supervisor stays visible in front of the campus to deter uninvited guests.