



CITY OF SOUTH PASADENA
COMMUNITY SERVICES COMMISSION SPECIAL MEETING

A G E N D A
MONDAY, JULY 13, 2026, AT 6:30 P.M.

AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030

11 MAYFLOWER ROAD, HULL, MA 02045

South Pasadena Commission Statement of Civility

As your appointed governing board, we will treat each other, members of the public, and city employees with patience, civility and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all city business and community participation. The decisions made today will be for the benefit of the South Pasadena community and not for personal gain.

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena Community Services Commission Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena.

Public participation may be made as follows:

- In Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Via Zoom – **Webinar ID: 824 1689 5308**
Passcode: 547050
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to msnyder@southpasadenaca.gov.
- Via Phone – +1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82416895308?pwd=0VfsfiZWN1WUhhYY3PSJMpwbVaXZDGB.1>

CALL TO ORDER: Chair Anthony W. Lai

ROLL CALL:

Chair	Anthony W. Lai
Vice Chair	Anne Bagasao
Commissioner	Leslie Albe Field
Commissioner	Tessa Petrich
Commissioner	Stephen L. Plotkin
Commissioner	Bryan Samuels
Commissioner	Lauren Weinberger

PLEDGE OF ALLEGIANCE: Commissioner Leslie Albe Field

PUBLIC COMMENT GUIDELINES (*Public Comments are limited to 3 minutes*)

The City welcomes public input. Members of the public can comment on a non-agenda subject under the jurisdiction of the Community Services Commission or on an agenda item, you may participate **by one of the following options**:

Option 1:

Participate in-person at the Council Chambers.

Option 2:

Public Comment speakers have three minutes to address the Commission, however, the Chair and Commission can adjust time allotted as needed. Participants will be able to “raise their hand” using the Zoom icon during the meeting, and they will have their microphone un-muted during comment portions of the agenda to speak.

Option 3:

Email public comment(s) to msnyder@southpasadenaca.gov

Public Comments received in writing will not be read aloud at the meeting but will be part of the meeting record. Written public comments will be uploaded online for public viewing under Additional Documents. There is no word limit on emailed Public Comment(s). Please make sure to indicate:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than **12:00 p.m.**, on the day of the Commission meeting.

PLEASE NOTE: The Chair may exercise the Chair's discretion, subject to the approval of the majority of the Commission to adjust public comment(s) to less than three minutes.

NOTE: Pursuant to State law, the Commission may not discuss or take action on issues not on the meeting agenda, except that members of the Commission or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

PUBLIC COMMENT**1. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)**

General Public Comment will be limited to 30 minutes at the beginning of the agenda. If there are speakers remaining in the queue, they will be heard at the end of the meeting. Only Speakers who sign up in the first 30 minutes of public comment will be queued up to speak.

CHANGES TO THE AGENDA**2. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA****CONSENT CALENDAR****OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

Items listed under the Consent Calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless a public comment has been received or Commission requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to

an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

INFORMATIONAL REPORT

3. **INFORMATIONAL REPORT REGARDING THE ESTABLISHMENT OF THE PARKS AND FACILITIES DIVISION WITHIN THE COMMUNITY SERVICES DEPARTMENT**

Recommendation

It is recommended that the Community Services Commission receive and file the information report regarding the establishment of the Parks and Facilities Division within the Community Services Department.

ACTION/DISCUSSION

4. **REVIEW AND CONSIDER APPROVAL OF THE ARROYO SOUTH FIELD TEMPORARY CLOSURE**

Recommendation

It is recommended that the Community Services Commission approve the temporary closure of Arroyo Park South from July 14, 2026, through September 1, 2026.

5. **REVIEW AND CONSIDER A RECOMMENDATION TO THE CITY COUNCIL OF A POLICY FOR USE OF MEMORANDA OF UNDERSTANDING AND PARTNERSHIP AGREEMENTS FOR USE OF CITY FACILITIES, INCLUDING PARKS, PROGRAMS AND PUBLIC SPACES**

Recommendation

It is recommended that the Community Services Commission:

1. Review and provide feedback on the proposed Policy for Use of Memoranda of Understanding and Partnership Agreements ("Policy"); and
2. Consider a recommendation to the City Council to consider approval of the Policy to provide staff with a consistent framework for evaluating future partnership arrangements with outside organizations.

COMMUNICATIONS

6. **CITY COUNCIL LIAISON COMMUNICATIONS**

7. **COMMISSIONER COMMUNICATIONS**

8. **STAFF LIAISON COMMUNICATIONS**

PUBLIC COMMENT – CONTINUED

9. **CONTINUED PUBLIC COMMENT – GENERAL**

This time is reserved for speakers in the public comment queue not heard during the first 30 minutes of Item 1. No new speakers will be accepted at this time.

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE COMMUNITY SERVICES COMMISSION MEETINGS

AUGUST 10, 2026	COMMISSION MEETING	6:30 P.M.
OCTOBER 12, 2026	COMMISSION MEETING	6:30 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

Commission meeting agenda packets, any agenda related documents, and additional documents are available online for public inspection on the City's website:

<https://www.southpasadenaca.gov/government/boards-commissions>

AGENDA NOTIFICATION SUBSCRIPTION

If you wish to receive an agenda email notification, please contact the City Clerk's Division via email at CityClerk@southpasadenaca.gov or call (626) 403-7230.

ACCOMMODATIONS



The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or CityClerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **July 13, 2026**, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's website as required by law, on the date listed below.*

July 9, 2026

/S/

Date

Melissa Snyder, Community Services Director



Community Services Commission Agenda Report

ITEM NO. 3

DATE: July 13, 2026

FROM: Melissa Snyder, Community Services Director

SUBJECT: **INFORMATIONAL REPORT REGARDING THE ESTABLISHMENT OF THE PARKS AND FACILITIES DIVISION WITHIN THE COMMUNITY SERVICES DEPARTMENT**

Recommendation

It is recommended that the Community Services Commission receive and file this informational report regarding the establishment of the Parks and Facilities Division within the Community Services Department.

Executive Summary

The City has reorganized its parks and facilities operations by transferring existing employees and related responsibilities from the Public Works Department to the Community Services Department. As part of this organizational change, a new Parks and Facilities Division has been established within the Community Services Department.

This report provides the Community Services Commission with an overview of the organizational change, the responsibilities of the new division, and the anticipated benefits of the transition.

Background

The Community Services Department is responsible for providing recreation programs, community events, senior services, transportation services, facility reservations, and other community-based programs. Many of these services are delivered at City parks, recreation facilities, athletic fields, and other public spaces.

Historically, the maintenance and oversight of these locations were divided between the Community Services and Public Works departments. Community Services managed programming, reservations, events, and public use, while Public Works personnel were responsible for many of the associated park and facility maintenance functions.

Because program operations and facility maintenance are closely connected, coordination between the departments was regularly required to address daily maintenance needs, facility conditions, repairs, special events, capital projects, and long-term operational planning.

To better align these related responsibilities, the City transferred existing parks and facilities personnel from the Public Works Department to the Community Services Department and established the Parks and Facilities Division.

Analysis

Parks and Facilities Division

The Parks and Facilities Division will oversee the maintenance, operation, and general condition of City parks, Community Services Department facilities, athletic fields, and other assigned public spaces.

Responsibilities of the division may include:

- Routine inspection and maintenance of City parks and recreational facilities;
- Athletic field maintenance;
- Landscape and irrigation oversight;
- Facility repairs and preventative maintenance;
- Coordination of work performed by contractors and vendors;
- Support for recreation programs, facility rentals, and special events;
- Coordination of park and facility improvement projects;
- Monitoring facility conditions and identifying maintenance priorities;
- Coordination with other City departments on specialized repairs and projects; and
- Assistance with emergency or time-sensitive park and facility needs.

The division will work closely with the Community Services Department's recreation, senior services, transit, and administrative personnel to ensure that facilities are maintained in a manner that supports scheduled programs, events, rentals, and public use.

Staffing Transition

The Parks and Facilities Division consists of existing City employees who were previously assigned to the Public Works Department. These employees have been transferred to the Community Services Department along with their applicable duties and operational responsibilities.

The staff members' institutional knowledge, technical experience, and familiarity with City facilities will help maintain continuity of service during the transition. The reorganization also creates a more direct reporting and communication structure between the employees who maintain the facilities and the staff responsible for operating programs and services within them.

The transition does not change the City's commitment to maintaining parks and public facilities or the level of service provided to the community. Instead, it is intended to improve internal coordination, clarify responsibilities, and strengthen operational oversight.

Coordination with Public Works

Although parks and facilities personnel have transitioned to the Community Services Department, continued coordination with the Public Works Department will remain important.

Public Works will continue to provide assistance and technical expertise for projects or repairs that require specialized trades, engineering support, infrastructure coordination, significant construction, or resources beyond the scope of routine Parks and Facilities Division operations.

Community Services and Public Works staff will establish clear operational expectations and procedures to determine which department will lead or support specific maintenance activities. This coordination will help ensure that work requests are directed appropriately and completed efficiently.

Benefits of the Reorganization

Establishing the Parks and Facilities Division within the Community Services Department is anticipated to provide several operational benefits.

- Improved coordination: Maintenance priorities can be more directly aligned with recreation programs, facility rentals, athletic schedules, community events, and public use.
- Clearer accountability: A consolidated reporting structure will provide clearer responsibility for the overall condition, operation, and readiness of parks and recreational facilities.
- Faster communication: Program and maintenance staff will be able to communicate more directly regarding repairs, field conditions, event preparation, facility closures, and other operational needs.
- Integrated planning: The department will be better positioned to coordinate maintenance schedules, facility improvements, program needs, and long-term capital planning.
- Enhanced customer service: A coordinated departmental structure will help staff respond more consistently to concerns from residents, facility users, sports organizations, and community partners.

Fiscal Impact

The employees assigned to the Parks and Facilities Division are existing City employees who were transferred from the Public Works Department to the Community Services Department. No new positions were created as part of the reorganization.

Existing personnel, operating, and maintenance appropriations associated with these functions will be administered through the applicable Community Services Department budget accounts. The organizational change is not anticipated to result in an immediate additional impact to the General Fund.

Public Notification

Arroyo South Field Maintenance
July 13, 2026
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The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.



Community Services Commission Agenda Report

ITEM NO. 4

DATE: July 13, 2026

FROM: Melissa Snyder, Community Services Director

SUBJECT: **REVIEW AND CONSIDER APPROVAL OF THE ARROYO SOUTH FIELD TEMPORARY CLOSURE**

Recommendation

It is recommended that the Community Services Commission approve the temporary closure of Arroyo Park South from July 14, 2026, through September 1, 2026.

Executive Summary

Public Works is requesting the temporary closure of Arroyo Park South to address deteriorating field conditions caused by continuous, year-round use. Current conditions include compacted soil, thinning and bare turf areas, and uneven playing surfaces that affect the field's safety, appearance, and overall playability.

The proposed closure will provide an uninterrupted period for Parkwood Landscape to complete weed treatment, aeration, verti-cutting, overseeding, topdressing, watering, and turf establishment. The timing has been coordinated with South Pasadena Little League, which has agreed to forgo full use of the field during the closure period.

Approval of the temporary closure will allow the restoration work to be completed effectively, improve field conditions, and support the long-term durability and continued recreational use of Arroyo Park South.

Background

Arroyo Park South is a heavily used athletic field that supports organized youth sports and other community recreational activities. Continuous use throughout the year has limited the opportunity to complete comprehensive turf maintenance and has contributed to the gradual deterioration of the playing surface.

Public Works has identified compacted soil, thinning and bare turf areas, and uneven playing surfaces throughout the field. Without intervention, these conditions are expected to continue declining and may further affect the field's safety and playability.

Public Works is therefore requesting that the field be closed from July 14, 2026, through September 1, 2026, to provide sufficient time to complete the proposed restoration and allow the new turf to become established before recreational use resumes.

Analysis

Proposed Turf Restoration

The proposed restoration cannot be completed effectively while the field remains under active or partial use. Foot traffic and athletic activities during the treatment and establishment period could damage newly seeded areas, interfere with watering, and prevent the turf from developing a durable root system.

During the closure, Parkwood Landscape will implement a structured maintenance plan that includes:

- Weed treatment;
- Aeration and verti-cutting to relieve soil compaction;
- Overseeding and topdressing to restore turf coverage; and
- Watering and an establishment period to support long-term turf durability.

The approximately seven-week closure will allow the treatment process to be completed without interruption and provide sufficient time for the restored turf to establish before the field reopens.

Coordination and Community Impact

The proposed closure dates have been coordinated with South Pasadena Little League. The organization has agreed to forgo full use of Arroyo Park South during the restoration period, helping reduce scheduling conflicts and the overall impact on organized field users.

Upon approval, Community Services staff will coordinate with Public Works and affected field users, update facility reservation schedules, and post appropriate closure notices at the site. The field is anticipated to reopen following the September 1 closure period, subject to confirmation by Public Works that the turf is sufficiently established and safe for recreational use.

Temporarily closing the field will result in a short-term interruption in availability; however, the closure will help improve field safety and playability, extend the usable life of the turf, and reduce the potential need for more extensive repairs in the future.

Fiscal Impact

The proposed turf restoration work is included in the adopted Parks and Facilities Division budget. No additional appropriation is required.

Public Notification

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

Arroyo South Field Maintenance
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1. Arroyo South Field Maintenance Memo

ATTACHMENT 1

Item No. 4 – Arroyo South Field Maintenance Memo

Memo

Date: June 29, 2026
To: Melissa Snyder, Community Service Director
From: Catrina Peguero, Community Services Manager
Re: Arroyo South Field Maintenance

Public Works is requesting approval to temporarily close Arroyo Park South from July 14, 2026 through September 1, 2026, to complete a comprehensive turf restoration.

This timing has been coordinated with South Pasadena Little League (SPLL), which has agreed to forgo full use of Arroyo South during this period. Scheduling the closure during the SPLL season helps minimize overall community disruption while providing the uninterrupted window needed for successful turf establishment.

Arroyo Park South has experienced significant wear due to continuous, year-round use. Current conditions include compacted soil, thinning and bare turf areas, and uneven playing surfaces, all of which impact field safety and playability. Without intervention, these conditions will continue to decline.

The proposed closure allows for a full restoration cycle that cannot be effectively completed under partial or active use. Upon approval, Parkwood Landscape will implement a structured maintenance plan that includes:

- Weed treatment,
- Aeration and verti-cutting to relieve soil compaction
- Overseeding and topdressing to restore turf coverage,
- Watering and establishment period to ensure long-term durability.

This proposal represents a proactive and coordinated effort to restore field conditions, improve and extend the usable life of Arroyo Park South. Approval of this temporary closure will support a more sustainable maintenance approach, ensuring the field is restored efficiently and remains a safe, high-quality recreational space for the community.



Community Services Commission Agenda Report

ITEM NO. 5

DATE: July 13, 2026

FROM: Melissa Snyder, Community Services Director

SUBJECT: **REVIEW AND CONSIDER A RECOMMENDATION TO THE CITY COUNCIL OF A POLICY FOR USE OF MEMORANDA OF UNDERSTANDING AND PARTNERSHIP AGREEMENTS FOR USE OF CITY FACILITIES, INCLUDING PARKS, PROGRAMS AND PUBLIC SPACES**

Recommendation

It is recommended that the Community Services Commission:

1. Review and provide feedback on the proposed Policy for Use of Memoranda of Understanding and Partnership Agreements ("Policy"); and
2. Consider a recommendation to the City Council to consider approval of the Policy to provide staff with a consistent framework for evaluating future partnership arrangements with outside organizations.

Executive Summary

The proposed Policy is intended to provide staff with a consistent framework for determining when a formal agreement may be appropriate for outside organizations using City facilities or supporting City parks, programs, and public spaces. The Policy is designed to distinguish routine permit use from more substantial partnerships that may involve recurring access, operational responsibilities, stewardship activities, public benefit considerations, or financial arrangements.

The Policy is being presented to the Community Services Commission for review and feedback prior to City Council consideration. If ultimately approved by the City Council, the Policy would serve as an administrative tool to guide staff in evaluating future organizational partnerships and determining when a Memorandum of Understanding, Partnership Agreement, Lease Agreement, or other formal written agreement may be appropriate.

Background

On February 25, 2026, the City Council met to discuss and establish key priorities and focus areas for the calendar year. One of the key priorities adopted by the City Council was the evaluation of Community Services programs using consistent data and performance measures to improve program evaluation, accountability, and data-informed decision making.

The proposed Policy for Use of Memoranda of Understanding and Partnership Agreements is being presented to the Community Services Commission in connection with this adopted priority. The Commission's review and feedback will assist staff in refining the proposed framework before it is presented to the City Council for consideration.

Analysis

Outside organizations, such as private businesses, non-profit organizations, other governmental entities, and community groups, often request to use City facilities or support City parks, programs, and public spaces. To ensure these arrangements are handled consistently and appropriately, staff prepared the proposed Policy to establish clear criteria for determining when a formal agreement, and which type of agreement, may be warranted.

The proposed Policy is intended to support more predictable and transparent decision-making as the City continues to partner with community organizations on facility use, public programming, stewardship activities, and other community-serving efforts. It is also meant to help protect the City's legal and financial interests by ensuring roles, responsibilities, liability, and expectations are clearly documented. In addition, the Policy promotes equitable treatment of organizations seeking to use City resources.

Community organizations may interact with the City in a variety of ways, ranging from occasional facility use to more ongoing arrangements involving recurring access, stewardship activities, maintenance support, fundraising, public benefit considerations, or other operational responsibilities.

The proposed Policy is intended to help distinguish between routine uses that may be addressed through the City's standard permit or facility use process and more substantial arrangements that may warrant a Memorandum of Understanding, Partnership Agreement, Lease Agreement, or other formal written agreement. Establishing a consistent framework for evaluating these relationships supports the City Council's adopted priority related to program evaluation, accountability, and data-informed decision making.

As part of the policy development process, staff reviewed examples from other municipalities to better understand how local agencies approach formal agreements with community-based organizations. In general, the research found that cities often rely on standard permits or facility use processes for routine and short-term use, while using formal written agreements when an organization's role includes recurring or priority use, maintenance or stewardship responsibilities, public benefit considerations, financial arrangements, or other ongoing obligations.

The research also indicated that local agencies commonly evaluate these arrangements on a case-by-case basis, using formal agreements to clarify responsibilities, expectations, and approval authority when the relationship extends beyond ordinary facility use. A summary of the municipal research reviewed by staff is provided in Attachment No. 1.

The proposed Policy identifies general factors for staff to consider when evaluating whether a formal agreement may be appropriate, including:

1. Nature of the proposed use;
2. Frequency and duration of access;
3. Operational responsibilities;
4. Public benefit;
5. Financial considerations;
6. Insurance and risk management needs; and
7. Anticipated City support or resources.

The Policy also outlines core terms that may be included in a formal agreement, such as scope of use, roles and responsibilities, term length, maintenance obligations, insurance requirements, fees or financial contributions, reporting expectations, and termination provisions.

Overall, the proposed Policy is intended to serve as an administrative tool to assist staff in evaluating future partnership arrangements and documenting relationships that extend beyond standard facility use. Community Services Commission review provides an opportunity to evaluate the proposed framework, offer feedback, and provide a recommendation to the City Council regarding whether the Policy should be approved for future use.

Fiscal Impact

There is no direct fiscal impact associated with the Community Services Commission's review and recommendation of the proposed Policy. The Policy is administrative in nature and is intended to guide staff in structuring future organizational relationships.

Fiscal impacts, if any, would arise later through specific agreements considered under the Policy, including any fee waivers, maintenance contributions, staffing obligations, or facility-related costs associated with individual partnerships. Any such agreements with fiscal impacts would be evaluated separately through the appropriate approval process.

Public Notification

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

Attachment No. 1 – Municipal Research Summary Chart

Attachment No. 2 – Draft Policy for Use of Memoranda of Understanding and Partnership Agreements

Attachment No. 3 – Memorandum of Understanding Sample Template

ATTACHMENT 1

Item No. 5 – Municipal Research Summary Chart

Attachment No. 1 – Municipal Research Summary Chart

Municipal Research Summary Chart

CITY	AGREEMENT USED	RELEVANCE TO PROPOSED POLICY
Santa Clarita	Facility Use Agreement / MOU / Joint Use Agreement	Demonstrates use of formal agreements for organizations with approved recurring use and priority access.
Diamond Bar	Athletic Facility Use Policy and Facilities Use Agreements	Demonstrates use of formal policies for recurrent facility use, with separate agreements used in certain organizational arrangements.
La Verne	Facility Use Agreement	Demonstrates use of a formal agreement for ongoing youth sports field use.
Newport Beach	MOU / field allocation framework	Demonstrates use of formal agreements where organizations have recurring access and defined operational responsibilities.
Sierra Madre	MOU / field allocation framework	Demonstrates use of formal agreements where organizations have recurring access and defined operational responsibilities.

ATTACHMENT 2

Item No. 5 – Draft Policy for Use of Memoranda of Understanding and Partnership Agreements

Attachment No. 2 – Draft Policy for Use of MOU and Partnership Agreements



CITY OF SOUTH PASADENA POLICY FOR USE OF MEMORANDA OF UNDERSTANDING AND PARTNERSHIP AGREEMENTS

I. PURPOSE

The purpose of this policy is to establish consistent criteria for when the City of South Pasadena should require a Memorandum of Understanding (“MOU”), Lease Agreement, or other formal written partnership agreement with a nonprofit, youth sports organization, friends group, school-affiliated organization, or other community-based entity using City facilities or supporting City parks, recreation programs, or public spaces.

This policy is intended to:

- Promote transparency, consistency, and fairness in City partnerships;
- Protect City assets and reduce operational and liability risk;
- Clarify roles, responsibilities, and performance expectations;
- Ensure public benefit where reduced-fee, no-fee, or priority use is provided; and
- Distinguish routine permit use from partnerships requiring a more formal agreement.

II. POLICY STATEMENT

The City may require a formal written agreement when an organization’s relationship with the City extends beyond ordinary short-term facility reservation or permit use.

A formal agreement should be used whenever the organization is receiving priority access, reduced-fee or no-fee use tied to public benefit, or is undertaking responsibilities related to maintenance, equipment, fundraising, volunteer coordination, programming, operations, or stewardship of City property.

III. WHEN AN AGREEMENT IS REQUIRED

A Department shall require an MOU, Lease Agreement, or other City-approved written agreement when any of the following conditions apply:

A. Priority or Recurring Use

1. The organization is requesting recurring seasonal or year-round use of a City field, park, building, or other facility.
2. The organization is requesting priority scheduling, dedicated use periods, or preferential access over other users.
3. The organization’s use is substantial enough that it affects the City’s ability to allocate access equitably to other users.

B. Exchange of Benefits or Services

1. The City is providing reduced-fee, no-fee, or otherwise subsidized use in exchange for community benefit.
2. The organization will provide field preparation, maintenance support, beautification, equipment purchase, capital improvements, volunteer labor, or program support in return for facility use.
3. The organization will provide services that offset City costs or enhance City operations.

C. Operational or Stewardship Responsibilities

1. The organization will coordinate volunteers on City property on a recurring basis.
2. The organization will store equipment or materials on City property.
3. The organization will assist with routine upkeep, habitat restoration, stewardship, or improvement of a specific City-owned site.
4. The organization will operate concessions, clinics, tournaments, camps, or other recurring activities beyond ordinary permitted use.

D. Fundraising or Financial Activity

1. The organization will raise funds specifically for improvements, programming, or maintenance related to City facilities or parks.
2. The organization will collect fees, donations, sponsorships, or concession revenues in connection with City property or City-authorized use.
3. The organization seeks formal recognition as a City partner or steward for a park, field, or public facility.

E. Risk, Safety, or Compliance Considerations

1. The activity involves minors, coaches, volunteers, or staff working with youth.
2. The proposed use involves elevated risk, specialized equipment, tournaments, amplified activity, food service, or large-scale public access.
3. The City determines that written risk allocation, insurance, indemnification, supervision, or code-of-conduct terms are necessary.

IV. WHEN A STANDARD PERMIT MAY BE SUFFICIENT

A standard permit or reservation process may be used instead of an MOU or other formal agreement when:

- The use is one-time, short-term, or occasional;
- The organization is not receiving priority or recurring access;
- There is no exchange of services, maintenance, stewardship, or equipment in return for use;
- The organization is not collecting donations, fees, or revenue in connection with City property or City-authorized use;
- The use does not involve unusual risk or operational complexity; and
- The City determines that the standard permit process adequately protects the City's interests.

V. MINIMUM REQUIRED TERMS IN FORMAL AGREEMENT.

All formal agreements under this policy should include, as applicable:

A. Parties and Purpose

Identification of the City department and organization, and a concise statement of the agreement's purpose.

B. Term and Renewal

Effective date, expiration date, renewal options, and review schedule.

C. Facility or Site Description

Specific fields, rooms, parks, or areas covered by the agreement, including dates, seasons, or hours of use where applicable.

D. Use Rights and Limitations

Whether use is priority, recurring, nonexclusive, or exclusive for certain windows; prohibited uses; and City override rights for maintenance, emergencies, or municipal purposes.

E. Roles and Responsibilities

Clear allocation of City and organization duties, including maintenance, setup, cleanup, field prep, volunteer management, stewardship tasks, storage, and equipment responsibilities.

F. Public Benefit and Consideration

Description of the benefit the City receives in exchange for any reduced or no-fee use, including services, maintenance support, community programming, youth access, stewardship, or equipment contributions.

G. Fees, Costs, and Financial Terms

Applicable fees, deposits, reimbursement obligations, utility or staffing costs, and any in-kind support or cost-sharing arrangement.

H. Insurance and Indemnification

Required insurance coverages, additional insured requirements, endorsement requirements, hold harmless and defense language, and any youth-protection coverage requirements deemed necessary by the City.

I. Compliance Requirements

Compliance with municipal code, facility rules, safety standards, background check requirements where applicable, permit conditions, accessibility obligations, and any applicable federal, state, or local laws.

J. Fundraising, Donations, and Recognition

If applicable, limits and approval procedures for fundraising, sponsorships, donor recognition, signage, or acceptance of equipment and improvements.

K. Reporting and Documentation

Participant data, resident benefit information, volunteer hours, proof of services provided, maintenance logs, financial summaries where applicable, and annual review requirements.

L. Inspection and Oversight

City right to inspect sites, review compliance, and require corrective action.

M. Default, Suspension, and Termination

Grounds for suspension or termination, notice and cure provisions, and immediate termination rights for safety, insurance, or legal noncompliance.

N. No Property Right Created

Statement that the agreement does not create a leasehold or vested right unless expressly approved by the City in another form.

O. Approval as to Form and Authority

Required City Attorney review and appropriate approval authority under municipal code and administrative policy.

VI. REVIEW FACTORS

In determining whether to enter into a formal agreement, the City should consider:

- Whether the organization's mission aligns with City goals;
- Demonstrated benefit to South Pasadena residents;
- Effect on equitable public access to City facilities;
- Staff capacity to administer and monitor the arrangement;
- Cost recovery implications;
- Liability and operational risk;
- Whether the organization is in good standing and adequately insured;

- Whether the proposed arrangement is sustainable and measurable; and
- Whether a permit, rather than an MOU, would adequately protect the City's interests.

VII. APPROVAL AUTHORITY

All agreements under this policy shall be routed through the applicable Department, Commission, and the City Attorney for review as to form. As needed, agreements may also be routed to Finance, Risk Management, or other Departments based on the subject matter of the proposed arrangement. Approval authority shall be determined based on the nature of the agreement, its term, and any fiscal, operational, or real property implications.

City Council approval shall be required for any agreement that includes, authorizes, or contemplates:

- Donations or fundraising for City facilities, programs, or improvements;
- The collection, retention, or use of fees, sponsorships, concession revenue, or other monetary consideration;
- Waiver, reduction, or subsidy of City fees or charges;
- Reimbursement obligations, cost-sharing provisions, or other fiscal commitments by the City;
- Capital improvements, equipment installation, or other material improvements to City property;
- Exclusive or priority rights that exceed routine facility permitting; or
- Any matter otherwise requiring City Council approval under applicable law or City policy.

Agreements that are operational in nature and do not include the items identified above may be approved administratively, as authorized by City policy.

VIII. PERIODIC REVIEW

Departments shall periodically review active agreements to confirm continued public benefit, compliance, and alignment with City operational needs. Agreements should be reviewed at minimum every two to three years, or more frequently if warranted by risk, performance concerns, or changing facility demands.

ATTACHMENT 3

Item No. 5 – Memorandum of Understanding Sample
Template



CITY OF SOUTH PASADENA
**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
SOUTH PASADENA AND [ORGANIZATION NAME]**

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, 20____ ("Effective Date"), by and between the City of South Pasadena, a California municipal corporation ("City"), and [Organization Name], a [nonprofit/public agency/community organization/corporation] ("Organization"). The City and Organization may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The City owns, operates, or manages certain public facilities, parks, programs, and public spaces for the benefit of the South Pasadena community.
- B. The Organization desires to [use/support/partner with the City regarding] [describe facility, park, program, service, event, or public space].
- C. The Parties desire to establish clear roles, responsibilities, expectations, and procedures related to the Organization's use of or support for City facilities, parks, programs, or public spaces.
- D. The Parties acknowledge that this MOU is intended to support a public benefit and provide a framework for cooperation, coordination, and accountability.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose

The purpose of this MOU is to define the terms under which the Organization may [use / support / provide services at / assist with / conduct activities at] [identify facility, park, program, or public space]. This MOU is intended to clarify the scope of use, roles and responsibilities, insurance and indemnification requirements, financial terms, reporting expectations, and other applicable conditions.

2. Scope of Use or Partnership

- A. **Authorized Use.** The Organization is authorized to use or support the following City facility, park, program, or public space:
[Insert name and description of facility, park, program, or site]
- B. **Approved Activities.** The Organization may conduct the following activities under this MOU: [Insert activities]

- C. **Use Limitations.** The Organization's use shall be limited to the activities described in this MOU and any attached exhibits. Any additional use, change in scope, expanded activity, or use by another organization shall require prior written approval from the City.
- D. **Nonexclusive Use.** Unless expressly stated otherwise, this MOU does not grant the Organization exclusive use of any City facility, park, program, or public space. The City reserves the right to use, schedule, maintain, repair, close, or otherwise manage City property as needed for municipal purposes, emergencies, maintenance, public safety, or other City operations.

3. Term and Termination

- A. **Term.** The term of this MOU shall begin on the Effective Date and shall remain in effect until [insert expiration date], unless terminated earlier in accordance with this MOU.
- B. **Renewal.** This MOU may be renewed or extended only upon written approval of the City and Organization. Any renewal may be subject to review of the Organization's performance, compliance with this MOU, continued public benefit, City operational needs, and any applicable City policies.
- C. **Termination Without Cause.** Either Party may terminate this MOU for any reason or no reason upon thirty (30) days' written notice to the other Party.
- D. **Immediate Suspension or Termination.** The City may immediately suspend or terminate the Organization's use or activities if the City determines that the Organization has failed to comply with insurance requirements, created a safety concern, violated applicable laws or City rules, exceeded the authorized scope of use, or otherwise created a risk to City property, public safety, or City operations.

4. Scheduling and City Approval

- A. The Organization shall submit all facility, park, program, or event requests in the manner required by the City, including any applicable permit, reservation, site plan, staffing request, insurance documentation, or other required materials.
- B. Requests shall be submitted at least 90 days prior to the proposed activity unless a different timeline is approved by the City.

- C. Approval of this MOU does not automatically approve each individual activity, event, or facility use. The City may require separate permits, reservations, approvals, or conditions depending on the nature of the activity.
- D. The City reserves the right to deny, modify, or condition any requested use based on availability, staffing capacity, public safety, maintenance needs, conflicting uses, or other operational considerations.

5. Responsibilities of the Organization

- A. Conducting all activities in a safe, professional, and lawful manner;
- B. Complying with all applicable federal, state, and local laws, City rules, facility regulations, permit conditions, and staff direction;
- C. Providing adequate supervision, staffing, volunteers, or representatives during all approved activities;
- D. Ensuring that participants, volunteers, contractors, vendors, and invitees comply with applicable City requirements;
- E. Performing all setup, breakdown, and cleanup associated with the Organization's activities unless otherwise approved in writing by the City;
- F. Promptly reporting any damage, safety concern, incident, injury, or unusual occurrence to the City;
- G. Obtaining all required insurance, permits, licenses, approvals, and certifications;
- H. Paying all applicable fees, deposits, staffing costs, reimbursement costs, or other charges identified in this MOU or required by the City;
- I. Ensuring that no equipment, materials, signage, or other items are stored, installed, or placed on City property without prior written approval from the City; and
- J. Providing any reports, records, or documentation required under this MOU.

6. Responsibilities of the City

- A. Reviewing requests submitted by the Organization in accordance with applicable City procedures;
- B. Providing access to approved City facilities, parks, programs, or public spaces as authorized by this MOU and any applicable permit or reservation;

- C. Identifying applicable City requirements, conditions, fees, staffing needs, or operational limitations;
- D. Coordinating with the Organization regarding scheduling, facility availability, and site-specific requirements; and
- E. Monitoring compliance with this MOU and applicable City policies.

7. Fees, Costs, and Financial Terms

- A. **Fees and Charges.** The Organization shall be responsible for all applicable fees, deposits, staffing costs, equipment costs, utility charges, security costs, maintenance costs, or other charges associated with the approved use, unless otherwise approved in writing by the City.
- B. **Reduced-Fee or No-Fee Use.** Any reduced-fee, no-fee, or subsidized use shall be identified in this MOU or approved separately by the City Council. Any such use shall be based on the public benefit provided by the Organization and shall not create an ongoing entitlement to future reduced-fee or no-fee use.
- C. **Reimbursement.** The Organization shall reimburse the City for costs incurred as a result of the Organization's use, including costs related to damage, additional cleanup, staffing, repairs, or other expenses directly associated with the Organization's activities.
- D. **Fundraising, Donations, and Sponsorships.** The Organization shall not solicit donations, collect fees, sell sponsorships, operate concessions, install donor recognition, or conduct fundraising activities related to City property or City-authorized use without prior written approval from the City.

8. Maintenance, Cleanup, and Damage

- A. The Organization shall leave all City facilities, parks, programs, and public spaces in the same or better condition than existed prior to use.
- B. The Organization shall be responsible for cleanup following each approved activity unless otherwise stated in this MOU.
- C. The Organization shall be responsible for any damage to City property caused by the Organization, its officers, employees, agents, volunteers, contractors, vendors, participants, guests, or invitees.
- D. The City may perform any required cleanup or repairs and invoice the Organization for associated costs.

9. Equipment, Storage, and Improvements

- A. The Organization shall not store equipment or materials on City property without prior written approval from the City.
- B. The Organization shall not install, construct, alter, modify, or improve any City facility, park, public space, or equipment without prior written approval from the City.
- C. Any approved equipment, materials, or improvements placed on City property shall be subject to City inspection, removal requirements, and any applicable City approval process.
- D. Unless otherwise agreed in writing, this MOU does not authorize permanent improvements to City property or create any ownership interest in City property.

10. Public Benefit and Reporting

- A. The Organization shall provide the following public benefit as part of this MOU: [Describe public benefit, such as community programming, youth access, volunteer service, maintenance support, stewardship, resident participation, educational programming, or other benefit.]
- B. Upon request, the Organization shall provide information to the City regarding the public benefit provided, which may include participant data, South Pasadena resident participation, volunteer hours, services provided, maintenance completed, funds raised, expenditures, or other relevant documentation.
- C. The City may review the Organization's performance and continued public benefit as part of any renewal, amendment, or future approval.

11. Insurance

- A. The Organization shall maintain insurance coverage in amounts and forms acceptable to the City, including but not limited to general liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, or such other amount as required by the City based on the nature of the activity.
- B. The Organization's insurance shall name the City of South Pasadena, its City Council, officers, officials, employees, agents, and volunteers as additional insureds.
- C. The Organization's insurance shall be primary and noncontributory to any insurance or self-insurance maintained by the City.

- D. The Organization shall provide certificates of insurance and additional insured endorsements in a form acceptable to the City prior to any use or activity under this MOU.
- E. The City may require additional insurance coverage depending on the nature of the activity, including automobile liability, workers' compensation, abuse and molestation coverage, professional liability, liquor liability, or other coverage deemed necessary by the City.

12. Indemnification

- A. To the fullest extent permitted by law, the Organization shall indemnify, defend, and hold harmless the City of South Pasadena, its City Council, officers, officials, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, liabilities, penalties, costs, and expenses, including attorneys' fees and costs, arising out of or related to the Organization's use of City facilities, parks, programs, or public spaces, or the acts or omissions of the Organization, its officers, employees, agents, volunteers, contractors, vendors, participants, guests, or invitees, except to the extent caused by the sole negligence or willful misconduct of the City.
- B. This section shall survive the expiration or earlier termination of this MOU.

13. As-Is Condition. The Organization accepts the City facility, park, program area, or public space in its "as-is" condition. The City makes no representations or warranties, express or implied, regarding the condition or suitability of the site for the Organization's intended use. The Organization is responsible for inspecting the site prior to use and notifying the City of any known safety concerns.

14. Compliance with Laws and City Requirements. The Organization shall comply with all applicable federal, state, and local laws, regulations, ordinances, City policies, facility rules, permit conditions, safety requirements, accessibility requirements, and staff direction. The Organization shall be solely responsible for obtaining any permits, licenses, approvals, or authorizations required for its activities unless otherwise agreed in writing.

15. Youth Programs, Volunteers, and Background Checks. If the Organization's activities involve minors, coaches, volunteers, instructors, or youth programming, the Organization shall comply with all applicable laws and City requirements related to youth protection, supervision, background checks, mandated reporting, code of conduct, and volunteer management. The City may require additional documentation prior to approving any youth-related activity.

16. No Property Right Created. This MOU does not create a leasehold interest, property right, vested right, exclusive right, or entitlement to use City property. Any use authorized under this MOU is subject to City approval, availability, and compliance with applicable requirements.

17. Designated Representatives. Each Party shall designate a representative responsible for coordinating implementation of this MOU.

18. Notices. All notices required under this MOU shall be in writing and delivered by personal delivery, overnight delivery, certified U.S. Mail, or email with confirmation of receipt to the following:

To City: City of South Pasadena
815 Mission Street
South Pasadena, CA 91030
Attention: Community Services Director

To Organization: [Organization Name]
[Address]
[City, State ZIP]
Attention: [Name / Title]
Email: [Insert Email]

19. Assignment. The Organization shall not assign, transfer, delegate, or subcontract any rights or obligations under this MOU without the prior written consent of the City. Any attempted assignment without City approval shall be void.

20. Independent Status. The Organization is an independent entity and not an officer, employee, agent, partner, or joint venturer of the City. Nothing in this MOU shall be construed to create an employment, agency, partnership, or joint venture relationship between the Parties.

21. Nonliability of Officials and Employees. No elected or appointed officer, official, employee, agent, or volunteer of the City shall be personally liable to the Organization in the event of any default or breach by the City or for any amount that may become due under this MOU.

22. No Third-Party Beneficiaries. This MOU is made solely for the benefit of the Parties. Nothing in this MOU shall be construed to create any right, claim, or cause of action in favor of any third party.

23. Governing Law and Venue. This MOU shall be governed by and interpreted in accordance with the laws of the State of California. Venue for any legal action

arising from this MOU shall be in the appropriate court in Los Angeles County, California.

24. Amendment. This MOU may be amended only by a written instrument signed by authorized representatives of both Parties. No verbal agreement or informal communication shall modify the terms of this MOU.

25. Integration. This MOU, including any attached exhibits, represents the entire agreement between the Parties regarding the subject matter described herein and supersedes all prior negotiations, representations, or agreements, whether written or oral.

26. Severability. If any provision of this MOU is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

27. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement.

28. Exhibits. The following exhibits are attached and incorporated into this MOU:

Exhibit A: Authorized Facility, Park, Program, or Public Space

Exhibit B: Approved Activities and Schedule

Exhibit C: Fees, Costs, and Public Benefit

Exhibit D: Reporting Requirements

Exhibit E: Maintenance, Storage, or Stewardship Responsibilities (if applicable)

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

CITY OF SOUTH PASADENA

City Manager/Authorized Designee

Date

ATTEST

Nikima Newsome, Chief City Clerk

Date

[ORGANIZATION NAME]

Signature

Name

Title

Date

APPROVED AS TO FORM

Roxanne Diaz, City Attorney

Date

