



PARKS AND NATURAL RESOURCES

February 4, 2014

TO: Recreation and Parks Commission

FROM: Charles Peretz, Public Works Administrator

SUBJECT: DEAL POINTS FOR NEW AGREEMENT WITH THE PASADENA ROVING ARCHERS

RECOMMENDATION:

It is recommended that the Recreation and Parks Commission advise the City Council to support the development of a new license and operating agreement with the Pasadena Roving Archers (PRA) using the deal points contained in this report.

BACKGROUND:

On December 3, 2013 the Recreation and Parks Commission considered a variety of recommendations related to the future use of the Lower Arroyo archery range and agreement with PRA. The Commission voted to support all staff recommendations with the exception of the deal points proposed for use in a new agreement between the City and PRA. The Commission requested additional time to review the deal points and it was noted that this item would return to the Commission at its regularly scheduled February meeting.

The agreement term is proposed as a one-year agreement with four one-year renewable options at the discretion of the City Manager. An assessment of the effectiveness of the new agreement will be presented to the Recreation and Parks Commission approximately six and 12 months after the agreement is executed.

The agreement shall govern PRA-sponsored activities in the Lower Arroyo archery range. Private, commercial or other organized activities not covered by this agreement are subject to separate permits or fee agreements.

The deal points are included as attachment A and remain unchanged from the information provided at the December 3, 2013 Commission meeting with the following amendments:

Archery Range Proposal and PRA Agreement

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1. The December 3, 2013 staff report and presentation noted that the residency threshold (which determines which of the two revenue split options are to be used) would be based on PRA program participants and not PRA membership. Language in the deal points has been amended to clarify that residency will be based on the number of participants in PRA programs.
2. The deal points have been amended to require that the membership roster shall be provided prior to the City Council's consideration of the agreement with PRA.
3. The December 3, 2013 report and presentation noted that the safety training class would be open to all members of the public and the City will issue credentials within 15 calendar days of the completion of the class or competency exam. This language has been added to the deal points.
4. The December 3, 2013 report and presentation included a requirement for off-site parking during archery invitational tournaments. La Casita Del Arroyo parking lot has been identified as a possible off-site location for these events when available subject to an appropriate fee and deal point language has been amended to that effect.
5. The December 3, 2013 report and presentation included a requirement that PRA provide insurance naming the City as additional insured and include specific adjacent properties as additional insureds. Language has been amended to indicate the specific properties that will be offered additional insurance coverage.

FISCAL IMPACT:

The City received \$3,952 from the Pasadena Roving Archers as General Fund Revenue in calendar year 2013. This sum represents 35% of the membership fees collected during 2013. Based on the revenue basis in the proposal and anticipated membership and fee increases, it is anticipated that the execution of this agreement will result in a significant increase in revenue to the City. These funds would be deposited as General Fund Revenue in account number 6627-101-765300.

Respectfully submitted,



Charles Peretz
Public Works Administrator

ATTACHMENT A

Deal Points for Agreement with PRA

Agreement Deal Points

Overall Deal Points

1. Revenue Basis and Calculation

PRA shall pay to the City a portion of revenues collected pursuant to membership, tournaments, classes and other range related archery activities conducted by PRA. Revenue provided to the City will be determined on a quarterly basis. If 60% or more of the participants in PRA programs live, work or attend school in Pasadena (PUSD schools), revenue shall be allocated: 70% to PRA and 30% to the City. If less than 60% of the participants in PRA programs live, work or attend school in Pasadena (PUSD schools), revenue shall be allocated: 60% to PRA and 40% to City. Payments will be due within 30 days of the end of each quarter.

2. Maintenance Allowance

A maintenance allowance for the costs associated with the purchase and refurbishment of bales in the southern range, not to exceed \$2,000 annually, may be deducted from the total revenues.

3. Provision of Documents

Upon execution of the agreement* and thereafter as indicated below, PRA will provide the following documents to the City:

- a. PRA membership roster (including youth/adult designation, names, zip codes and (if not a Pasadena resident) whether the member works in Pasadena or attends a PUSD school. This document shall be provided quarterly. *The first membership roster shall be provided at least 2 weeks in advance of the City Council's consideration of the deal points.
- b. Participant activity reports. Such reports shall include the demographic information listed in 3.a. for individuals participating in PRA activities and will be provided on a quarterly basis.
- c. List of user fees charged for activities described in deal point 1. This shall be provided annually or more frequently if mid-year changes are proposed and shall be subject to approval and modification by the City.
- d. Financial reports including all revenues and expenses received or incurred as a result of use of the range. This information will be provided quarterly.
- e. Archery range safety inspection certifications and/or other safety reports and PRA rules governing member use of the archery area. This information shall be provided within 10 business days of receipt by PRA. The City shall have a representative present during range inspections and/or safety reviews conducted by the NFAA or other archery organization.

- f. Bi-annual use schedule for PRA-sponsored activities in the southern and northern ranges. This information will be provided prior to January 1 and July 1 of each year.

4. Safety Training Class

PRA shall provide a City-approved class on range safety and basic archery instruction ("safety training class") to all members of the public wishing to use the range. This class will be offered not less than weekly (weather permitting).

5. Safety Training Class Exemptions

Archers with exceptional experience may forgo the safety training class by successfully completing a City-approved competency examination. PRA will be responsible for administering such examination.

6. Credential Issuance

PRA will provide the City with a list of persons completing the safety training class (or examination) not less than 2 working days after completion. City will issue credentials no less than 15 calendar days after the completion of the safety training class or competency exam.

7. Storage Container and Hay Bales

PRA will downsize or remove the storage container located adjacent to the practice area upon execution of the agreement and identification of a reasonable alternate storage location(s) by the City. Hay bales adjacent to the practice area have been relocated to an off-site location. This area and all other areas outside the storage container will not be used for storage of archery facilities or equipment.

8. Vehicular Restriction and Parking

Vehicular access to the west side of the flood control channel will be limited to maintenance activities. To facilitate equipment loading, unloading and event coordination, one parking space in the Lower Arroyo parking lot will be designated for PRA use. Material marketing PRA activities and events will include information about off site and carpooling parking.

Off-site parking and carpooling will be mandatory for all invitational tournament events. At the start of each calendar year, PRA shall provide the City the dates for all invitational tournaments. Unless reserved for another event, the La Casita Del Arroyo parking lot will be available for archery parking during invitational tournaments. PRA will be responsible for costs associated with a staff attendant.

9. Insurance

Provide liability insurance naming the City as additional insured for an amount not less than \$1,000,000 combined single limit per occurrence for all PRA-sponsored activities on City lands.

While arrows typically hit their intended targets and/or hay bales, all reasonable precautions will be taken by PRA to assure that arrows remain confined within the shooting range. In the unlikely event that an arrow misses a target, care will be taken to assure that the arrow is retrieved in a manner that is respectful of the rights of the abutting properties and without injury to those properties or their owners/occupants. While there may be specific targets where it is possible that errant arrows may land on private property, reasonable precautions to confine the arrows to the shooting range will minimize this risk.

The property owners abutting the range at the following addresses: 430 South San Rafael, 380 South San Rafael, 310 South San Rafael and 282 South San Rafael will be asked if they wish to receive additional insurance coverage from PRA (such coverage to be applicable during PRA activities). With respect to those property owners interested in said coverage, PRA shall include them as additional insured with respect to PRA's liability arising from PRA events and activities. Should PRA activity present a hazard to adjoining property owners, the agreement between PRA and the City would be subject to termination.

10. Target Maintenance

PRA shall be responsible for the maintenance of all permanent targets, bales and other archery facilities.

11. Temporary Targets

PRA shall be responsible for the installation and removal of all temporary targets. Temporary targets used in the Lower Arroyo archery range shall be removed after each authorized use.

12. Monitor

PRA shall provide an on-site monitor for all PRA-sponsored activities. Monitors shall be required to have visible identification denoting their role, ensure that range rules are observed and report violations to the Pasadena Police Department. PRA shall be required to hire a Pasadena Police Department officer for "invitational" tournaments. These tournaments involve experienced PRA and non-PRA archers and represent the tournaments with the largest number of participants.

13. Instruction

All instructors used in the performance of PRA classes and training activities shall be certified by USA Archery or another nationally recognized archery organization. Instructional classes shall conform to an instructor to student ratio of no greater than 1:10 for beginner classes and 1:15 for intermediate classes.

14. Liability Waiver

PRA will be responsible for ensuring that individuals participating in PRA authorized activities complete and sign a document releasing the City from liability arising out of the performance of archery activity.

15. Marketing and Outreach

PRA will be responsible for actively marketing its programs to the Pasadena community and providing information about the sport of archery to the general public.

Northern Range

1. Authorized Use

Available for PRA-sponsored activities no more than 13 Sundays per year according to City approved use schedules.

2. Notification of Use

Dates of use will be posted on-site and online.

3. Targets

Only temporary targets, to be removed after each use, are permitted.

4. Temporary Signage

PRA shall install temporary signage as approved by the City, prior to Sunday use.

Southern Range

1. Authorized Use

Available for PRA-sponsored activities according to a City approved use schedule.

2. Sighting-In Target

One temporary "sighting in" target located north of target #1 shall be available for use on Sundays only. This target will be removed after each Sunday use.