## RESTATED AND EXTENDED AGREEMENT BETWEEN THE NAPA VALLEY UNIFIED SCHOOL

### DISTRICT AND THE CITY OF NAPA FOR JOINT USE OF RECREATIONAL FACILITIES

This RESTATED AND EXTENDED AGREEMENT ("Agreement") is entered into and effective as of July 1, 2022 ("Effective Date") by and between the Napa Valley Unified School District ("District") and City of Napa ("City" and, together with District, the "Parties") to establish terms and conditions for the joint use of certain recreational facilities owned by the Parties.

### Recitals

WHEREAS, City owns, constructs, operates and maintains certain recreational facilities ("City Property"), that can be made available to District and provide recreational opportunities for the community; and

WHEREAS, District owns, constructs, operates and maintains certain facilities that can be made available to City for recreational and cultural programs and is also made available to the community for recreational opportunities; and

WHEREAS, Chapter 10 of Part 7 of Division 1 of the California Education Code authorizes school districts to grant the use of any building, grounds, or equipment of the district to any other public authority for the purposes of promoting and preserving the health and general welfare of the people of the state and to cultivate the development of good citizenship by provision for adequate programs of community recreation provided that the use of such buildings, grounds, or equipment for community recreational purposes will not interfere with use thereof for any other purpose of the public school system; and

WHEREAS, the Community Recreation Act, commencing with section 10900 of the California Education Code, authorizes school districts and cities to enter into agreements to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the Civic Center Act, commencing with section 38130 of the California Education Code, establishes a civic center at every school for use by citizens for a variety of purposes, including recreation; and

WHEREAS, the Parties previously entered into that certain "Master Agreement for Joint Use of City and School District Facilities" identified as Agreement #6718 and dated the 6<sup>th</sup> day of December, 1994, including several amendments thereto (the "Prior Agreements"), to provide for the acquisition, construction and maintenance of District Recreational Facilities, but the terms and provisions of the Prior Agreements are no longer applicable, desirable or beneficial; and

WHEREAS, the Parties previously entered into that certain Agreement Between the Napa Valley Unified School District and the City of Napa for Joint Use of Recreational Facilities, with an effective date of July 1, 2019 ("2019 Agreement"), which the Parties wish to reinstate and extend as set forth herein; and

WHEREAS, the Parties are entering into this Agreement to work cooperatively to provide for the use of publicly owned lands in a manner that maximizes use and increases recreational opportunities for the community. **NOW**, **THEREFORE**, District and City agree to cooperate with each other as follows:

- 1. District Recreational Facilities. The term "District Recreational Facilities" means, for purposes of this Agreement, the designated sports fields, playgrounds, swimming pools, gyms, locker rooms, restrooms, parking lots and other related facilities, all as further identified on **Attachment A** to this Agreement, made available by District for community recreational uses to the City and other community groups under and pursuant to the terms of this Agreement. During the term of this Agreement, District and City may add or remove District Recreational Facilities from Attachment A in accordance with Section 11 hereof.
- 2. Term and Effect; Termination. This Agreement will begin on the Effective Date and, unless sooner terminated as provided in Section 2.b, below, will expire on June 30, 2027 (the "Term").
  - a. Termination of Prior Agreements. The Parties agree that the Prior Agreements were terminated by the 2019 Agreement and are of no further force or effect; provided however, the Parties' indemnification obligations in Section D of the Prior Agreements and Section 6 of the 2019 Agreement shall survive with regard to claims arising prior to the Effective Date of this Agreement.
  - b. Termination. This Agreement may be terminated at any time prior to its expiration by mutual agreement of the Parties. This Agreement may be terminated by District for cause if City fails to pay the JUA Contribution or the City Facility Use Fees (each as further provided and defined below and in Attachment B to this Agreement) or fails to comply with any other City obligation hereunder and such failure continues for sixty (60) days after notice from District. This Agreement may be terminated by City if (i) the City Council fails to appropriate sufficient funds necessary to fulfill the City's obligations under this Agreement for the following fiscal year or (ii) if District fails to maintain the facilities at current maintenance levels or fails to comply with any other District obligation hereunder and such failure continues for sixty (60) days after notice from City. It is understood and agreed by the Parties that if the City terminates this Agreement pursuant to Subsection 2(b)(i), the rights of the City and community groups to use the District Recreational Facilities for City Programs and for Community Programs pursuant to this Agreement shall cease at the end of the thencurrent fiscal year, and the Parties will work together to notify all necessary persons that such use must cease by such date.
- 3. Permitted Uses of District Recreational Facilities. District is and shall at all times continue to be entitled to the exclusive use of all District Recreational Facilities owned by District for public school and school-related educational and recreational activities, including during the summer, and at such other times as the District Recreational Facilities are being used by District or its agents.

The City and community groups shall be entitled to access District Recreational Facilities for community recreational programs operated by the City ("City Programs") and for community recreational programs operated by community groups ("Community Programs") during daylight hours after school on weekdays starting at 5:30 PM, on weekends, school holidays, and during the summer, when District or its agents are not using the District Recreational Facilities; provided that the use of District Recreational Facilities must be calendared through District in a manner that, at the District's discretion, will provide the broadest possible access to community groups (including but not limited to non-profit youth groups) and other local agencies. Any

days/times reserved for City-Programs or Community Programs to be conducted at District Recreational Facilities shall be referred to as "Public Access Hours."

### 4. City Obligations.

- a. Designation of Employee. City shall designate one or more employees (each, a "City Representative") with whom District Representative (defined below) may confer regarding this Agreement, including but not limited to scheduling the Public Access Hours and any changes to the preliminary schedules District deems necessary or desirable to address changes in weather conditions or for any other reason.
- b. Use Fees and Agreement Contributions. City will pay access and use fees for City Programs operated during the Public Access Hours and will contribute certain amounts annually to defray the costs of routine custodial services, maintenance, repair and operation of the District Recreational Facilities for Community Programs, all as further described and specified on **Attachment B** to this Agreement. Attachment B may be amended by the Parties in accordance with Section 11 hereof; provided however, that any amendments to Section 1 of Attachment B shall be made in accordance with Section 10.
- c. Access and Security. District will be responsible for opening and closing the District Recreational Facilities during Public Access Hours in accordance with the agreed upon schedule. City shall be responsible for the supervision, security and safety of all City Programs operated at the District Recreational Facilities during Public Access Hours.
- d. Supervision. City shall ensure that all City Programs at the District Recreational Facilities during Public Access Hours are adequately supervised. City shall enforce and comply with all applicable federal, state, local, and District laws, regulations, ordinances, policies, procedures, state executive orders, and public health orders regarding student health and safety, including all applicable laws related to COVID-19 while operating City Programs at the District Recreational Facilities.
- e. Equipment and Storage. City shall furnish all expendable materials necessary for carrying out the City Programs in the manner City would provide at any City Property.
- f. Custodial. District shall make its trash receptacles available during Public Access Hours. City shall encourage users of City Programs to dispose of trash in the trash receptacles. If District notifies City that there is a significant increase in trash volume during City Programs carried out during Public Access Hours, the Parties agree that City shall thereafter make provision for additional custodial services during or following those activities, as necessary to keep the District Recreational Facilities in a neat, orderly, and sanitary condition at all times.
- g. Emergency Notification. In the event of an emergency during the operation of a City Program at a District Recreational Facility, including a health hazard arising due to damage to, or the malfunction of, any District Recreational Facility (such as a water leak or overflowing toilets or any other condition that might result in waste or result in additional damage), City must immediately contact District at the on-call services via the emergency number(s) or other means of notification provided to the City Representative by the District Representative.

- h. Inspection and Notification. City shall inspect the District Recreational Facilities at the beginning and end of each Public Access Hours period when City Programs are in operation to ensure that such facilities are returned in the condition they were at the time the City Program activities commenced. If the damage does not constitute an emergency, City shall notify District within 24 hours if a Recreational Facility is damaged during Public Access Hours.
- i. Reimbursement for Cost of Repair. City shall be responsible for all costs relating to the repair of damage to District Recreational Facilities caused by the operation of City Programs during Public Access Hours. District will send an invoice to City Representative after completion of repairs or replacement of damaged property. Upon request from City, District agrees to provide back-up documentation for the costs, included, as applicable, an itemized summary of all work hours, equipment and materials with cost rates as applied to the repair work or, if the repair is completed by a contractor, a copy of the contractor's itemized statement. The City shall reimburse District within 45 days from receipt of such invoice.
- City Recreational Facilities. It is the intent of the Parties in entering into this Agreement that the use of City Property for community activities and recreational purposes shall also be maximized. To that end, City has identified the fields, parks, playgrounds, restrooms parking lots, community centers, meeting rooms and any related facilities that will be made available to the community through this Agreement, as further identified and described on Attachment C hereto (collectively, the "City Recreational Facilities"). The terms and conditions for use of City Recreational Facilities by community groups and for other organized activities will be as established by the City and made available through the City Representative. During the term of this Agreement, District and City may add or remove City Recreational Facilities from Attachment C in accordance with Section 11 hereof. Notwithstanding the foregoing, City shall be responsible for scheduling practices and games for youth recreation soccer in the categories of under 6, under 8, and under 10 years of age, and shall schedule use for such programs on or in City Recreational Facilities (as described in Attachment C) to the extent possible. District Recreational Facilities shall only be used for such programs if and when City Recreational Facilities are not available or the requests exceed the City Recreation Facilities capacity."

### 5. District Obligations

- a. Designation of Employee. The District shall designate one or more employees (each, a "District Representative") with whom City Representative may confer regarding this Agreement, including but not limited to scheduling City Programs during the Public Access Hours and any changes to the preliminary schedules District deems necessary or desirable to address changes in weather conditions or for any other reason.
- b. Access and Security. District will be responsible for opening and closing the District Recreational Facilities to gain access for City Programs during Public Access Hours in accordance with the agreed upon schedule.
- c. Custodial. District shall make its trash receptacles available for City Programs during Public Access Hours and shall perform all routine custodial services for the District Recreational Facilities. If District custodial staff notify District Representative that there

is a significant increase in trash volume resulting from the operation of City Programs during Public Access Hours, District Representative shall notify City Representative in writing and shall ensure that City makes arrangements, either through District Representative or a District-approved third-party, to provide custodial services during or following the operation of a City Program during Public Access Hours, as necessary to keep the District Recreational Facilities in a neat, orderly, and sanitary condition at all times.

- d. Maintenance. District shall perform routine maintenance of District Recreational Facilities to maintain the facilities at current service levels (see Exhibit D), subject to normal wear and tear. District Representative will notify the City Representative of any known change in condition of the District Recreational Facilities. District may, in its sole discretion, perform additional maintenance, repairs, and/or improvements to the District Recreational Facilities. In determining whether such maintenance, repairs, and/or improvements should be performed, District may communicate with City regarding the opportunity of City to contribute toward the cost of such maintenance, repairs, and/or improvements.
- e. Facility Use Priority. When the District Recreational Facilities are not in use by the District, the District shall provide the City with first priority to use the District Recreational Facilities for the operation of City Programs.
- f. District Use of City Facilities. The District will pay access and use fees for the use of City Recreational Facilities in accordance with the rates set forth in the City's thencurrent fee schedule and shall schedule use of the City Recreational Facilities in accordance with the City's reservation policy for City Recreational Facilities.
- g. Emergency Notification. In the event of an emergency during the District's use of a City Recreational Facility, including a health hazard arising due to damage to, or the malfunction of, any City Recreational Facility (such as a water leak or overflowing toilets or any other condition that might result in waste or result in additional damage), District must immediately contact City at the on-call services via the emergency number(s) or other means of notification provided to the District Representative by the City Representative.
- h. Inspection and Notification. District shall inspect the City Recreational Facilities at the beginning and end of each period of use by the District to ensure that such facilities are returned in the condition they were at the time the District's activities commenced. If the damage does not constitute an emergency, District shall notify City within 24 hours if a City Recreational Facility is damaged during Public Access Hours.
- i. Reimbursement for Cost of Repair. District shall be responsible for all costs relating to the repair of damage to City Recreational Facilities caused by District's use of such facilities. City will send an invoice to District Representative after completion of repairs or replacement of damaged property. Upon request from District, City agrees to provide back-up documentation for the costs, included, as applicable, an itemized summary of all work hours, equipment and materials with cost rates as applied to the repair work or, if the repair is completed by a contractor, a copy of the contractor's itemized statement. The District shall reimburse City within 45 days from receipt of such invoice.

### 6. Indemnification

- a. To the fullest extent permitted by law, City shall defend, indemnify, and hold District, its Board of Trustees and each member thereof, and its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages ("Liability"), arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees. Notwithstanding anything to the contrary set forth herein, this Section 6(a) shall not apply to any Liability to the extent arising out of the use of District Recreational Facilities for Community Programs.
- b. To the fullest extent permitted by law, District shall defend, indemnify, and hold City, its City Council and each member thereof, and its officers, employees and agents, harmless from and against any and all Liability, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents or employees.

### 7. Insurance.

- a. District shall continue to insure the District Recreational Facilities in the same manner as all other District facilities. City agrees to obtain, in connection with its use of District Recreational Facilities for City Programs under this Agreement, a Commercial General Liability insurance policy for bodily injury and property damage with limits of no less than Two Million per occurrence, Four Million aggregate; District shall be named as an additional covered party on City's Commercial General Liability insurance policy. The City's liability insurance coverage shall be primary coverage for the use of the District Recreational Facilities for City Programs and for liability arising from acts or omissions by City, its officers, agents, employees, volunteers, guests or invitees. City and District shall provide to each other evidence of insurance acceptable to the other Party. In the event City or District is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities up to the above amounts.
- b. City shall continue to insure the City Recreational Facilities in the same manner as all other City facilities. District agrees to obtain, in connection with its use of City Recreational Facilities under this Agreement, a Commercial General Liability insurance policy for bodily injury and property damage with limits of no less than Two Million per occurrence, Four Million aggregate; City shall be named as an additional covered party on District's Commercial General Liability insurance policy. The District's liability insurance coverage shall be primary coverage for the use of the City Recreational Facilities and for liability arising from acts or omissions by District, its officers, agents, employees, volunteers, guests or invitees. City and District shall provide to each other evidence of insurance acceptable to the other Party. In the event City or District is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities up to the above amounts.

### 8. Evaluation/Conflict Resolution.

- a. Cooperation. The City Representative(s) and the District Representative(s) (collectively, the "JUA Team") shall work cooperatively with each other and with other community organizations to ensure that the terms and conditions of this Agreement are followed during the Term hereof.
- b. Scheduling for Recreational Facilities. The JUA Team shall hold conference calls or meetings, to which the District or City may invite other organizations or interested parties, at least twice a year to review and discuss the schedule of use for the District Recreational Facilities and the City Recreational Facilities. After each scheduling meeting, the JUA Team will discuss any issues identified with respect to this Agreement or the use or availability of District Recreational Facilities or City Recreational Facilities.
- c. Conflict Resolution. If the JUA Team is unable to reach a resolution on a particular matter, the representatives should first consult with the City Manager and District Superintendent, or their designees, as applicable. If the Parties are still not able to reach resolution within a reasonable time, the JUA Team and designated representatives of the City and the District shall meet to discuss the issues.
- d. Agreement Review Meeting. The JUA Team shall hold at least one meeting to discuss the Public Access Hours, the costs and needs of the District Recreational Facilities and this Agreement by not later than January 31st annually. If any issues or concerns are identified, the JUA team may propose amendments to this Agreement, which shall be made in accordance with Section 10.

### 9. Reserved.

- 10. Amendments. Except as otherwise provided in Section 11, this Agreement may not be modified, nor may compliance with any of its terms be waived, except by a written instrument executed and approved by the Parties in the same manner as this Agreement.
- 11. Attachments. The attachments hereto (Attachment A District Recreational Facilities, Attachment B Contributions and Fees, Attachment C City Recreational Facilities and Attachment D Napa Valley Unified School District Current Sports Fields Maintenance Standards), pertain to the facilities, activities and fees to which this Agreement applies and are incorporated herein by this reference to implement the Parties' intent. Attachments may be amended administratively and in writing as mutually agreed upon by authorized representatives of the City and District.
- 12. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 13. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

- 14. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- 15. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.
- 16. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.
- 17. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.
- 18. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Copies of signatures pages transmitted to either Party via email or facsimile shall be deemed equivalent to original signatures on counterparts.
- 19. Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Napa Valley Unified School District	City of Napa	
By: Superintendent	By: City Manager	
	Approved as to Form:	
	City Attorney  Countersigned:	
	City Auditor	

### ATTACHMENT A

# To Agreement Between Napa Valley Unified School District and City of Napa for the Joint Use of Recreational Facilities

### District Recreational Facilities

**Bel Aire Park School:** 5.2 acres with 4 softball fields, 2 soccer fields, and children's play area.

**Browns Valley Elementary School:** 9.4 acres with 3 sports fields and children's play area.

**McPherson Elementary School:** 5.0 acres with 3 softball fields, 1 soccer field and children's play area.

**Napa Valley Language Academy School:** 10.3 acres with 4 softball fields, 1 soccer field and children's play area.

**Northwood Elementary School:** 5.3 acres with 3 softball fields, 1 soccer field and children's play area.

**Phillips Elementary School:** 4.8 acres with 3 softball fields, 1 soccer field and children's play area.

**Pueblo Vista Elementary School:** 4.9 acres with 4 softball fields, 1 soccer field and children's play area.

**Shearer Elementary School:** 4.5 acres with 3 softball fields, 1 soccer field and children's play area.

**Snow Elementary School:** 6.8 acres with 2 softball fields and children's play area.

**West Park Elementary School:** 5.4 acres with 3 softball fields, 2 soccer fields and children's play area.

**Willow Elementary School:** 6.4 acres with sports fields and 2 children's play area.

**Unidos Middle School:** 4.3 acres with sports fields and gym

**Harvest Middle School:** 18 acres, 1 softball field, 1 baseball field, 2 soccer fields, 1 soccer/football field and track.

**Redwood Middle School:** 20.6 acres with 2 softball fields, 3 soccer fields, 1 football field, track, and swimming pool.

**Silverado Middle School:** 27.5 acres with 1 softball field, 2 baseball fields, 2 soccer fields, 1 football field, track, swimming pool, and 8 tennis courts.

**Napa High School:** 15.8 acres with 2 softball fields, 2 baseball fields, 1 soccer field, 1 football field, track, 1 swimming pool, 6 tennis courts.

Valley Oak High School: 7.3 acres with 1 soccer field

**Vintage High School:** 21 acres with 2 softball fields, 2 baseball fields, 2 soccer fields, 1 football field, 14 tennis courts, 18 basketball courts and swimming pool.

Memorial Stadium: 6 acres with artificial turf football and soccer field

### **ATTACHMENT B**

# To Agreement Between Napa Valley Unified School District and City of Napa for the Joint Use of Recreational Facilities

### City JUA Contributions and District Recreational Facility Use Fees

- 1. City JUA Contributions. The City shall contribute the amounts set forth in this Section 1 annually toward the cost of routine custodial services and other routine operation and maintenance of the District Recreational Facilities (the "JUA Contribution") to support the use of the District facilities for Community Programs. For fiscal year 2022, commencing on July 1, 2022, the JUA Contribution shall be \$230,000.
  - a. The City will pay the JUA Contribution for fiscal year 2022 in one payment on or prior to June 30, 2023 and will pay the JUA Contribution for each fiscal year thereafter during the Term on or before April 1<sup>st</sup> of that fiscal year. The JUA Contribution for fiscal year 2023 and each fiscal year thereafter shall be calculated in accordance with subsection (b) below.
  - b. Annually, upon the commencement of each new fiscal year during the Term of the Agreement, the JUA Contribution shall increase by an amount equal to the percentage increase in the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100) [the "CPI") for "All Items - All Urban Consumers", for the San Francisco-Oakland-Hayward, California Metropolitan Statistical Area published in April of each year.
- 2. District Facility Use Fees. In addition to and separately from the JUA Contributions, the City agrees to pay the facility use fees and the activity rates for City Programs established by the District for the use of the District Recreational Facilities. District will make the schedule of fees available to City and shall notify the City at least 180 days prior to any change to the schedule of fees.
- 3. City Facility Use Fees. The District agrees to pay the facility use fees established by the City for use of the City Recreational Facilities. The City will make the schedule of fees available to District and shall notify the District at least 180 days prior to any changes to the schedule of fees.

# ATTACHMENT C To Agreement Between Napa Valley Unified School District and City of Napa for the Joint Use of Recreational Facilities

### City Recreational Facilities

**Las Flores Community Center:** 8000 sq ft building, 1 gym (for basketball, volleyball and badminton), 1 classroom and kitchen

**Senior Center:** 11,200 sq ft; 1 banquet room, 1 large meeting room, 2 small meeting rooms, 1 commercial kitchen

Pelusi Building: 1,600 sq ft building, 1 large meeting room and patio

Alston Park: 157 acres, natural area/open space that provides walking or running trails

**Westwood Hills:** 110 acres, natural area/open space that provides walking trails, non-reservable picnic tables

O'Brien Park: 8.5 acres, turf / open field areas; playground and walking path

Las Flores Park: 5.0 acres, tennis / pickleball courts; turf / open field areas; picnic areas and playground

**Century Oaks Park:** 10 acres, multi-purpose backstop, basketball court, picnic areas, playground and open field space

**Kennedy Park:** 340 acres, 2 softball fields with lights, 1 baseball field with lights, skate park, large group picnic areas, golf course, playground and open field space

Kiwanis Park: 1.7 acres, 1 softball field with lights, restroom

\* Other parks and trails are available upon facility rental requests

### ATTACHMENT D

### Napa Valley Unified School District Current Sport Fields Maintenance Standards

- 1. Napa Valley Unified School District Grounds Department will be responsible for the maintenance, repair, and enhancement of all sports fields listed in Attachment "A".
- 2. Enhancement of sports fields (i.e. weeding, planning, leveling, irrigation tune-ups) will begin no later than February 1 of each year, or as weather permits.
- 3. Synthetic turf fields will be groomed and disinfected quarterly.
- 4. Natural turf fields will be mowed at a height not to exceed 2 inches. Fields will be inspected on a weekly basis and any ruts, depressions or holes in the playing areas will be filled to prevent trip hazards.
- 5. Fertilization and other turf enhancements (aeration, soil amendments, over-seeding, topdressing, thatch removal, etc.), will be performed on an as needed basis as funds are available.
- 6. Herbicide applications shall be performed to control broadleaf weeds as circumstances and conditions permit. Methods and application shall be at the discretion of the District.
- Rodent control for gophers and vertebrate pest in turf areas shall be performed as needed to prevent burrowing in playing fields. Methods and application shall be at the discretion of the District.
- 8. The District Grounds Department will make repairs to field irrigation systems, including sprinkler heads, irrigation clocks, valves, etc. District Grounds Department will perform an irrigation tune-up each Spring, and thereafter perform repairs on as needed basis.
- 9. District staff will determine the frequency and length for watering of sports fields, and where applicable, in conjunction with restrictions from appropriate water agencies.
- 10. NVUSD Grounds Department will determine the performance of field renovations that require closure of, or limit access to, fields. District will attempt to rotate field renovations to limit impact to users. However, NVUSD reserves the right schedule a field, or when necessary, multiple fields, for renovation(s).