

AGREEMENT NO. 6718
ADDENDUM NO. 5JOINT AGREEMENT FOR MAINTENANCE OF
SCHOOL SPORTS FIELDS FOR SCHOOL AND COMMUNITY USE

AGREEMENT entered into this 1st day of July, 2015, by and between the Napa Valley Unified School District and the City of Napa, hereinafter referred to as "District" and "City".

WITNESSETH:

WHEREAS, Agreement No. 6718 dated the 6th day of December, 1994, between the Napa Valley Unified School District and the City of Napa, hereinafter referred to as "District" and "City", allows for the joint use of facilities deemed to be beneficial to both agencies; and

WHEREAS, the District and the City desire to improve maintenance of school sports fields for the benefit of District educational programs and City and community recreational programs; and

NOW, THEREFORE, the District and the City hereby mutually covenant and agree with each other as follows:

1. The subject of this Agreement is outdoor sports field maintenance and improvement located at Napa Valley Unified School District school sites utilized by community sports organizations within the City of Napa.
2. The City shall contribute an amount of \$130,000 (\$65,000 remitted to District on or before October 31, 2015 and \$65,000 remitted to District on or before March 31, 2016) annually to the District to contribute toward the maintenance and improvement of District sports fields which are listed in attached Exhibit "A" and utilized by both students and community sports groups.
3. The intent of this agreement is to supplement existing maintenance efforts for school sports fields. District agrees to maintain sports fields at an agreed upon standard as referenced in Exhibit "B". Any reduction in agreed upon maintenance standard, by the District, shall require re-negotiation of this agreement.
4. The District shall provide, at the District's sole cost the maintenance tools, vehicles, equipment supervision and administrative support necessary for the agreed upon maintenance levels.
5. The District shall charge sports groups a user fee for use of District sports fields with revenue from said fee to be used to offset District maintenance costs and to fund improvement costs to District sports fields. The District shall be responsible for collection and accounting of said user fee.
6. The District shall be responsible for scheduling sports field users onto District sports fields and will provide the City with a copy of the comprehensive schedule two weeks prior to the beginning of each playing season.

7. The City and District shall jointly develop maintenance standards for all District sports fields with the goal of providing safe and attractive facilities. All maintenance and improvement activities to District sports fields shall be reviewed jointly by District and City a minimum of four times per year.
8. Notwithstanding the termination of the Master Agreement, the term of this agreement addendum shall be for a period of one (1) year ending June 30, 2016. During this one year term the District will develop an analysis of total costs for maintenance of District sports fields. This analysis will be used to develop each parties share of contribution towards the total maintenance effort. Prior to June 30, 2016 the City and the District will determine the share of each parties maintenance effort and will be incorporated into a long term agreement.
9. During the term of this agreement, if the City and the District cannot agree on the fair share maintenance effort, this agreement can be extended for a term of one additional year to allow both parties to continue developing the fair share contribution that can be incorporated into a long term agreement.
10. Either the District or City may cancel this agreement addendum upon 30-day advance written notice.

Napa Valley Unified School Dist.

City of Napa, A municipal Corporation



 President N.V.U.S.D.
 Board of Education

6/18/15
 Date

 Mayor, City of Napa Date

 City Auditor Date

 City Attorney Date

 City Clerk Date

SEE ATTACHED
CITY SIGNATURE PAGE

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

CITY OF NAPA:

John Coates
(Signature)

John Coates, Parks and Recreation Services Director

Mike Parness
(Signature)

Mike Parness, City Manager
(Type name and title)

Dorothy Roberts
(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:

Desiree Brun
(Signature)

Desiree Brun, City Auditor
(Type name and title)

APPROVED AS TO FORM:

Michael W. Barrett
(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: 45010-55002

CONSULTANT:

Napa Valley Unified School District
(Print name of Consultant/form of organization)

By: SEE ATTACHED
(Signature)

Carlos Hagedorn, President
(Print name and title)

By: _____
(Signature)

(Print name and title)

*Corporation, partnership, limited liability corporation, sole proprietorship, etc. Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President and the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

Napa Valley Unified School District Sports Fields

EXHIBIT "A"

Alta Heights Elementary School: 1.8 acres with 2 small softball fields and children's play area.

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

El Centro Elementary School: 6.4 acres with 3 softball fields, 2 soccer fields and children's play area.

McPherson Elementary School: 5.0 acres with 3 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.

Salvador Elementary School: 4.3 acres with 3 softball fields, 2 soccer fields 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.

NVLA Elementary School: 10.3 acres with 3 softball fields, 1 soccer field and children's play area.

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

Harvest Middle School: 18 acres -School site info provided by the district. and track.

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, swimming pool, 6 tennis courts.

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

EXHIBIT "B"

Napa Valley Unified School District Sports 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 Exhibit "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 twice a year. 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.

- 6) 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.**
- 7) District staff will determine the frequency and length for watering of sports fields, and where applicable, in conjunction with restrictions from appropriate water agencies.**
- 8) NVUSD Grounds management will determine the performance of field renovations that require closure of, or limit access to, fields. District will attempt to rotate to limit impact to users. However, NVUSD reserves the right schedule a field, or when necessary, multiple fields, for renovation(s).**