



City of Sacramento City Council

14

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 3/27/2012

Report Type: Consent

Title: Agreement: Rio Tierra Baseball Fields Renovation project (L19270000)

Report ID: 2012-00271

Location: 3201 Northstead Drive ,District 3

Recommendation: Pass a Motion: 1) authorizing the City Manager, or City Manager's designee, to execute a Memorandum of Understanding between the City of Sacramento and Twin Rivers Unified School District; 2) establishing a new capital project for the Rio Tierra Baseball Fields Renovation project; and 3) appropriating \$1,300,000 from the South Natomas Community Infrastructure Fund (SNCIF) to the project.

Contact: Tim Hopper, Administrative Officer, (916) 808-8173; J.P. Tindell, Park Planning & Development Manager, (916) 808-1955, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Park Development Services

Dept ID: 19001121

Attachments:

1-Description/Analysis

2-Background

3-Location Map

4-Memorandum of Understanding with Twin Rivers Unified School District

City Attorney Review

Approved as to Form
Sheryl N. Patterson
3/8/2012 4:42:18 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
3/5/2012 3:29:13 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 3/8/2012 1:19:13 PM

Description/Analysis

Issue: Rio Tierra Junior High School (Rio Tierra) is owned and operated by the Twin Rivers Unified School District (District) and is located at 3201 Northstead Drive in the South Natomas Community Plan Area (PA9). Rio Tierra currently has seven baseball fields which were developed with assistance from the Natomas Youth Baseball (NYB) organization. These fields are used by Rio Tierra students during school hours and by NYB teams after school hours. The fields are in poor condition and need to be renovated.

The City has \$1,300,000 in SNCIF funds to contribute towards the cost of the Rio Tierra Baseball Fields Renovation project. The District has no available funding to assist in the costs of the project but will work with NYB to seek additional funding and donated labor to complete the project if the City's contribution is insufficient to cover all of the project costs. Use of the SNCIF funds to improve the baseball fields will benefit the South Natomas residents whose children attend Rio Tierra and participate in NYB leagues.

Attached is a Memorandum of Understanding (MOU) between the City and the District outlining the terms and conditions for the Rio Tierra Baseball Fields Renovation project. Per the terms and conditions of the MOU, the District will be responsible for the design, construction, operation and maintenance of the baseball fields at Rio Tierra. In consideration for the City funding, the District will permit use of these fields during nonschool hours by the general public for a period of not less than 10 years. The District may provide NYB with the first right to reserve the fields for use by its teams for scheduled baseball games and practices.

Staff is requesting City Council authorize the City Manager, or City Manager's designee, to execute the Memorandum of Understanding, establish a new capital improvement project, and appropriate \$1,300,000 in SNCIF funds to the project.

Policy Considerations: The Memorandum of Understanding is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods with park, recreation, and trail facilities throughout the City.

Pursuant to City Council Resolution 2011-391, Section 10.2, City Council approval is required to establish Capital Improvement Program (CIP) projects, and per Section 10.10, City Council approval is required to make appropriations exceeding \$100,000.

Funds in the South Natomas Community Infrastructure Fund (SNCIF), Fund 2020, are available for capital improvement projects located within the South Natomas Community Plan Area (PA9). Any use of SNCIF funds are to be approved by City Council.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Environmental Services Manager has determined that the proposed project is exempt from environmental review under section 15302(c) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.), which permits replacement of existing facilities involving negligible or no expansion of use.

Sustainability: The Rio Tierra Baseball Fields Renovation project will include water efficient irrigation and drainage.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: In April of 2007, the City entered into a Memorandum of Understanding and a Lease Agreement with Natomas Youth Baseball to provide SNCIF funds for the construction of the Natomas Baseball Complex on City property in South Natomas referred to as “Opus Fields.” Due to the inability to secure additional funding for development of this complex, the MOU expired and the City and NYB mutually agreed to terminate the Lease Agreement in April 2011.

The Memorandum of Understanding between the City and District would allow the renovation of the existing baseball fields at Rio Tierra Junior High School and would serve the residents and baseball playing youth within South Natomas.

Financial Considerations: The South Natomas Community Infrastructure Fund, Fund 2020, was established from the June 2002 bond proceeds and the funds are available for use in the South Natomas Community Plan Area (PA9) for capital improvement projects. Any use of SNCIF funds are to be approved by City Council.

The City has agreed to contribute \$1,300,000 in SNCIF funds towards the cost of the Rio Tierra Baseball Fields Renovation project. The District has no available funding to assist in the costs of the project but will work with NYB to seek additional funding and donated labor to complete the project if the City’s contribution is insufficient to cover all of the project costs.

Emerging Small Business Development (ESBD): No goods or services are being purchased as a result of this report.

Background:

Twin Rivers Unified School District (District) owns and operates the Rio Tierra Junior High School (Rio Tierra) located at 3201 Northstead Drive (Assessor Parcel Number 262-0140-012) on an approximate 25-acre parcel of land located in the South Natomas Community Plan Area (PA9) within the City of Sacramento. Rio Tierra serves students in the 6th through 8th grades.

In April of 2007, the City entered into a Memorandum of Understanding (MOU) and a Lease Agreement with Natomas Youth Baseball (NYB) to provide funds from the South Natomas Community Infrastructure Fund for the construction of the Natomas Baseball Complex on City property in South Natomas referred to as “Opus Fields.” Due to the inability to secure additional funding for development of this complex, the MOU expired and the City and NYB mutually agreed to terminate the Lease Agreement in April 2011.

Rio Tierra currently has seven baseball fields which were developed with assistance from NYB. These fields are used by Rio Tierra students during school hours and by NYB teams after school hours. These fields are in poor condition and need to be renovated. The City desires to provide SNCIF funding to the District for its use in improving these existing playfields. Use of the SNCIF funds to improve the baseball fields will benefit the South Natomas residents whose children attend Rio Tierra and participate in NYB leagues. In consideration for the City funding, the District will permit use of these fields during nonschool hours by the general public for a period of not less than 10 years. The District may provide NYB with the first right to reserve the fields for use by its teams for scheduled baseball games and practices.

The project scope for renovation of these fields would include new irrigation and drainage, new turf, backstops and fencing, and related equipment.

The District will prepare the Improvement Plan for the project to determine the scope of work in order to estimate the project costs, develop a project budget, and prepare the plans and specifications, as defined below. The improvement plan, project costs, project budget, and the plans and specifications shall be subject to review and approval by the Director of Parks and Recreation or designee.

BASEBALL FIELD RENOVATION SITE - RIO TIERRA JUNIOR HIGH SCHOOL



MEMORANDUM OF UNDERSTANDING FOR RIO TIERRA BASEBALL FIELDS

This MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into as of _____, 2012 (“Effective Date”) by and between the CITY OF SACRAMENTO, a municipal corporation (“CITY”), the TWIN RIVERS UNIFIED SCHOOL DISTRICT, a school district of the State of California (“DISTRICT”), which are collectively and individually referred to as “Parties or “Party as the context requires.

RECITALS

- A. Rio Tierra School - DISTRICT owns and operates the Rio Tierra Junior High School (“Rio Tierra”) located at 3201 Northstead Drive, Sacramento, California, 95833 (Assessor Parcel Number 262-0140-012), on an approximate 25 acre parcel of land located in the community of South Natomas within the City of Sacramento. Rio Tierra serves students in the 6 through 8th grade.
- B. Bond Funds - The South Natomas Community Infrastructure Fund (“SNCIF”) was established from the June 2002 bond proceeds and the funds are available for use in the South Natomas Community Plan Area for capital improvement projects.
- C. Natomas Baseball Complex - In April of 2007, CITY entered into a Memorandum of Understanding (“MOU”) and a Lease Agreement with Natomas Youth Baseball (“NYB”) to provide SNCIF funds for the construction of the Natomas Baseball Complex on CITY property in South Natomas referred to as “Opus Fields.” Due to the inability to secure additional funding for development of this complex, the MOU expired and the CITY and NYB mutually agreed to terminate the Lease Agreement.
- D. Rio Tierra Fields – Rio Tierra currently has seven baseball fields which were developed with assistance from NYB. These fields are used by Rio Tierra students during school hours and by NYB teams after school hours. These fields are in poor condition and need to be renovated. CITY desires to provide SNCIF funding to DISTRICT for its use in improving these existing playfields (the “Rio Tierra Baseball Field Project” or “Project”). The renovated baseball fields would serve residents within South Natomas, which includes students at Rio Tierra and members of NYB teams; however, public access would be prohibited during school hours due to security concerns and disruption to school operations.
- E. Project Costs - CITY has \$1,300,000 in SNCIF funds to pledge towards the cost of the Rio Tierra Baseball Field Project. This amount of funding may not be sufficient to cover all of the soft costs (design and project oversight) and the hard costs (construction) for such Project. DISTRICT has no funding available to assist in the costs of this Project. DISTRICT will work with NYB to seek additional funding and donated labor to complete the Project if the CITY’s contribution is insufficient to cover all of the Project costs.
- F. Project Schedule - The schedule for undertaking this Project is uncertain because the scope of work has not yet been fully defined, the improvement plans and specifications need to be prepared, and the construction work may not occur during the school hours because of student

safety concerns and the disruption to school operations. The Project Schedule shall be attached to this Agreement as Exhibit A when it has been accepted by both Parties and is available in final form.

G. Field Maintenance - DISTRICT has limited resources to maintain the baseball fields. DISTRICT will work with NYB which currently maintains the fields at Rio Tierra in consideration for obtaining first priority for use of the fields after school hours and on weekends by NYB teams.

H. State Law - Education Code section 10900 *et seq.*, authorizes and empowers cities and public school districts to cooperate with one another and with community nonprofit organizations for purposes of authorizing, organizing, promoting and conducting programs of community recreation to contribute the attainment of general educational and recreational objectives for children and adults of the State of California and to enter into agreements with such parties for such purposes.

NOW, THEREFORE, in consideration of the Recitals and the mutual commitments as hereinafter set forth, the Parties enter into this Agreement for the purpose of establishing each Party's rights and obligations with regard to the development, maintenance and use of the renovated baseball fields at Rio Tierra as follows:

1. PROJECT SITE AND DESCRIPTION

DISTRICT has seven (7) baseball fields at its Rio Tierra school property, as depicted in Exhibit B which is attached and incorporated herein by this reference (the "Project Site"). The Project scope for renovation of these fields would include new irrigation and drainage, new turf, backstops and fencing, and related equipment.

2. PREPARATION OF PLANS AND BUDGET

DISTRICT shall prepare conceptual design plans (the "Master Plan") for the Project to determine the scope of work in order to estimate the Project Costs, develop a Project Budget, and prepare the Plans and Specifications, as defined below. The Master Plan, Project Costs, Project Budget, and the Plans and Specifications shall be subject to review and approval by CITY's Director of Parks and Recreation or the Director's designee.

A. "Project Costs" shall mean and include those costs associated with contracts for the following services, as applicable to this Project:

- Project Construction
- Third Party Services
- Professional Services
- Plan Check Fees
- Inspections & Permitting
- Environmental Studies/Documentation
- Engineering Estimates

- CITY Project Administration
- Governmental Agency Fees

Project costs shall NOT mean or include costs for removal or relocation of any structure or portable building which may be located on the Project Site.

- B. “Project Budget” shall mean the Project Costs and the allocation of the CITY Grant (as defined below) and NYB’s donation of funds, materials and/or volunteer services, if any, for such costs. DISTRICT shall contribute the following in-kind services: preparation of the Master Plan and Project Budget, Project management, and use of DISTRICT’s land, maintenance, repair and control of the Project Site. The sources and uses of all funds pledged by CITY, DISTRICT and NYB towards the Project Costs shall be set out in the Project Budget. If the Project Costs will exceed the CITY Grant and all other available revenues, donations and in-kind services, then the Parties shall meet to determine whether there are any additional funds and/or if the scope of the Project can be modified as may be necessary so that construction of the Project can proceed. The final Project Budget shall be subject to review and approval by CITY before DISTRICT commences with the preparation of the Plans and Specifications.
- C. “Plans and Specifications” shall mean the construction drawings, technical specifications and contract provisions necessary for undertaking the work to construct the Project. The Plans and Specifications shall include all requirements applicable to DISTRICT for construction of the Project pertaining to improvement of public school property, including approvals by the Division of the State Architect, as well as all other applicable laws and regulations including, without limitation, the payment of prevailing wages, performance and payment bonds, compliance with the applicable provisions of the Americans With Disabilities Act, nondiscrimination in employment and contracting, insurance and indemnity provisions, and warranty obligations. The Plans and Specifications shall be subject to review and approval by CITY before DISTRICT issues the notice for invitation of construction bids.

3. CITY GRANT AND PAYMENTS

CITY agrees to provide funding (the “Grant”) in an amount not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000) to DISTRICT for the Project Costs. After CITY approval of the Master Plan and Project Budget and a determination that there are sufficient funds, donations and in-kind services to cover the Project Costs, CITY will disburse the Grant funds to the DISTRICT for the actual costs incurred by DISTRICT for the Project Costs on a cost reimbursement basis.

DISTRICT may invoice CITY not more frequently than once a month for the Project Costs incurred by DISTRICT. DISTRICT invoices shall include copies of all contracts, change orders, consultant invoices, contractor’s pay requests, labor compliance records, subcontractor invoices, permit fees, and other documentation as may be requested by CITY to verify the Project Costs incurred by DISTRICT. CITY shall make payment to DISTRICT within thirty (30) days from the date of CITY’s receipt of DISTRICT’s proper invoice.

4. PROJECT CONSTRUCTION

DISTRICT shall be responsible for entering into all contracts and any change orders and obtaining all required permits and approvals for the construction of the Project. In addition DISTRICT shall be responsible for coordination with NYB for the donation of any materials and volunteer labor for the Project construction. DISTRICT shall award the construction contract to the lowest responsive and responsible bidder. All work shall be performed in a good and workman-like manner, shall substantially comply with the approved Plans and Specifications, and shall comply with all applicable governmental permits, laws, ordinances, and regulations. CITY shall be permitted to inspect the construction work after providing prior notice to DISTRICT to verify compliance of the work with the approved Plans and Specifications.

5. PROJECT COMPLETION AND MAINTENANCE

Project construction must be completed, and all payments owed by CITY to DISTRICT must be invoiced by, no later than June 30, 2013. This date may be extended upon the mutual agreement of the Parties as evidenced in writing if DISTRICT is using all reasonable efforts to undertake and complete the Project construction work and additional time is needed to complete the work and submit invoices for payment.

6. PROPERTY OWNERSHIP AND CONTROL

This Agreement does not transfer or convey to the CITY any right, title, or interest in the Project Site. Nor does this Agreement create in the City any right, title or interest in any improvements constructed or installed on the Project Site in connection with the Project. The DISTRICT shall be solely responsible for the improvement, maintenance, repair, and control of the Project Site.

7. MAINTENANCE AND PUBLIC ACCESS

Upon completion of the Project, DISTRICT shall arrange for maintenance of the baseball fields with NYB by the application of periodic seeding, fertilizer, and mowing once a month and maintaining the bases and pitcher's mound in good condition. DISTRICT will retain responsibility for irrigation and fence maintenance and mowing once a month during the school year. CITY shall have no responsibility for maintenance of the fields after the Project is completed.

Upon completion of the Project, the baseball fields must be available for use by the general public as a recreation facility and open from dawn to dusk outside of normal Rio Tierra school hours for a period of not less than ten (10) years. DISTRICT may provide NYB with the first right to reserve the fields for use by its teams for scheduled baseball games and practices so long as NYB assists DISTRICT in maintaining the fields as provided for in this Agreement. The provisions of this Section 7 shall survive the earlier termination of this Agreement after Project completion and shall be binding on the DISTRICT's lessees, assigns and successor entities and owners of the Project Site.

8. NAYLOR ACT WAIVER

CITY acknowledges that the DISTRICT develops and updates its Facilities Master Plan and the DISTRICT's future use of the Project Site could involve the sale of all or portions of the Project Site. CITY agrees that by entering into this Agreement, the DISTRICT does not intend to create future Naylor Act (Ref. California Education Code Sections 17485-17500) issues regarding CITY's right to acquire this parcel if the DISTRICT determines that it is surplus property. DISTRICT is willing to enter into this Agreement with CITY for community use of the Project Site under the express understanding that this Agreement will not create Naylor Act issues for the DISTRICT. Therefore, in consideration of DISTRICT's willingness to make its property available for public use under this Agreement and DISTRICT's agreement that the Project Site will be available for use by the general public for 10 years after Project completion, CITY hereby waives until June 30, 2023 any rights in the Project Site that may arise in the future under the Naylor Act.

9. MAINTENANCE AND INSPECTION OF RECORDS

During performance of this Agreement, and for a period of three (3) years after completing the Project construction, DISTRICT shall maintain all accounting and financial records related to the Project and this Agreement and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

10. INDEMNITY

To the fullest extent allowed by law, DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its directors, officers, agents and employees from any and all loss, including attorneys' fees, sustained by the CITY by virtue of any damages to any person, firm or corporation arising from the design, construction or use of the Project, except as to those responsibilities of the CITY arising from its sole and separate statutory and/or regulatory obligations to generally inspect or approve construction at the Project Site that would exist regardless of this funding agreement. The existence or acceptance by CITY of any of the insurance coverages described in this Agreement shall not affect or limit any of the CITY's rights under this Section, nor shall the limits of such insurance limit the liability of DISTRICT hereunder. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. INSURANCE

DISTRICT maintains property, liability (general liability, products liability, professional liability, automobile liability, and employment practices liability) and worker's compensation indemnity protection through Schools Insurance Authority, a California Joint Powers Authority. To the fullest extent of the DISTRICT's indemnity obligation, CITY, its directors, officers and employees, will be named as "additional covered members" under the Memorandum of Coverage with respect to claims arising from the design, construction or use of the Project, with such coverage provided on a continuing basis for the period of required community availability of the Project once completed, with a limit of liability of at least \$5 million per occurrence and in the aggregate, with such indemnity protection further provided to the additional covered members on a "primary" basis. DISTRICT will also cause any professional services or construction agreement entered into by the DISTRICT with respect to the design or construction of the Project to include indemnity and "additional insured" coverage provisions running in favor of both the DISTRICT and the CITY, and their respective directors, officers, and employees.

12. INDEPENDENT CONTRACTORS

Each Party may assign employee(s) and volunteers to perform services to meet their respective obligations under this Agreement at their exclusive discretion and the services of such assigned employees and volunteers shall be at the sole expense of that Party. The assigned employees and volunteers personnel of each Party shall not be entitled to any benefits payable to employees of the other Party.

Each Party shall be solely responsible for the quality and accuracy of the work and services of its employees and volunteers, and the work and services of any contractors and consultants it may contract with to perform its respective obligations under this Agreement. Any review, approval, or concurrence therewith of the work and services by any other Party shall not be deemed to constitute acceptance or waiver by the other Party of any error or omission as to such work or service.

Except as expressly provided in this Agreement, each Party shall be solely responsible for their costs and expenditures to meet their respective obligations under this Agreement. No Party shall be liable to another Party to pay any such costs or expenditures without the prior written agreement of the other Party. DISTRICT shall be solely liable to any other third parties with whom it enters into contracts to effectuate the purpose of this Agreement, shall pay directly such third parties for all amounts owed, and shall indemnify, defend and hold harmless CITY from any liability to such third parties. CITY's only liability with respect to amount DISTRICT may owe to such third parties shall be to make payment to DISTRICT for the allowable Project Costs incurred by DISTRICT.

Nothing in this Agreement is intended to or will be construed to create any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. Each Party is independent from the other Party and no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Except as expressly provided in this Agreement, no Party

shall have the authority, express or implied, to (i) exercise control over the activities of any other Party, (ii) act on behalf of any other Party in any capacity whatsoever as an agent, nor (iii) bind any Party to any obligations whatsoever.

13. NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto, their respective successors and permitted assigns. Nothing set forth in this Agreement is intended to benefit or create any legal rights to any person not a party to this Agreement.

14. WAIVER

Neither CITY's approval of the Project, nor grant of CITY funds for the Project, nor any acceptance by the CITY of the performance of DISTRICT, its contractors, subcontractors or agents, and their respective officers and employees under this Agreement, nor any waiver by CITY of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver of any provision of this Agreement, and no consent to departure there from, by any Party shall be effective unless in writing and signed by the waiving or consenting Party, and no such waiver or consent shall extend beyond the particular concern and purpose involved as set out in the written waiver.

15. ASSIGNMENT PROHIBITED

This Agreement may only be assigned with the written consent of the non-assigning Party. Any purported assignment without such consent shall be void and of no effect. This Agreement shall be binding on the successors and authorized assigns of the Parties.

16. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Parties, subject to the provisions of Section 15, above.

17. TIME OF ESSENCE

Time is expressly declared to be in the essence of this Agreement.

18. TERM, TERMINATION AND SURVIVORSHIP

A. Term: This Agreement shall become effective as of the date first set out above that it is approved and shall continue in effect until the completion of construction of the Project, unless sooner terminated as provided herein. If Project is not completed by date specified in Section 5 and no extension is granted, then this Agreement shall terminate as of that date.

B. Termination: Any Party shall have the right to terminate their participation in this Agreement at any time by giving a written notice of termination to the other Party and

specifying the effective date of termination. If this Agreement is terminated, DISTRICT shall be entitled to reimbursement of Project Costs incurred prior the date of the notice of termination if DISTRICT delivers to CITY copies of all writings, documents or reports prepared pursuant to this Agreement for which reimbursement is requested.

- C. Survivorship: Notwithstanding the expiration or termination of this Agreement, the obligations as specified in Sections 7, 8, 9, 10, 11, 12 and 13 shall continue with respect to the construction, use and maintenance of the Project Site, unless this Agreement is terminated prior to commencement of Project construction.
- D. Termination of Maintenance and Use Covenant: The District may terminate its ongoing obligations with regard to the covenant for the maintenance and use of the Project Site for the 10 year period as set out in Section 7 of this Agreement. In that event, DISTRICT shall reimburse CITY for a portion of the Grant on a pro-rata basis based on the period of time that the Project Site (after Project completion) was made available for public use divided by the 10 year term of the covenant, then multiplied by the amount of the Grant funds actually received by DISTRICT. This refund shall be paid by DISTRICT to CITY within thirty (30) days from the date of DISTRICT's written notice of termination of the maintenance and use covenant.

19. DISPUTES

The Parties shall attempt to resolve any disputes they may have in good faith, beginning with the Party Representatives listed in Section 20. Should they be unable reach resolution, they shall refer the dispute to the chairs of their respective governing boards. Should they be unable to reach resolution, they shall refer the dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon the mediator, the Parties will request appointment of a mediator by the American Arbitration Association. Each Party shall pay its own costs and be responsible to pay one-half of the mediator's costs. If a Party is not satisfied with the result of the mediation process, it then may file suit in a court of competent jurisdiction in Sacramento County.

20. REPRESENTATIVES AND NOTICES

All notices and orders that may be given under this Agreement may be served by first class mail or in person to addresses listed below or such address as either Party may provide to the other Parties in writing. Service shall be deemed complete upon deposit in the mail or upon delivery. The representatives for the Parties with respect to this Agreement are:

For DISTRICT: Frank Porter, District Superintendent
Twin Rivers Unified School District
Physical Address:
5115 Dudley Blvd., Bay A
McClellan, California 95652
Telephone: (916) 566-1744
Facsimile: (916) 566-1784

U.S. Mail Address:
3222 Winona Way
North Highlands, California 95660

For CITY:

James L. Combs, Director
City of Sacramento
Parks & Recreation Department
915 "I" Street, 5th Floor
Sacramento, California 95814
Telephone: (916) 808-8526
Facsimile: (916) 808-7643

21. GENERAL PROVISIONS

- A. Conflicts: In the event of a conflict between this Agreement and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this Agreement, the terms of this Agreement shall prevail and be controlling unless such other agreement expressly provides that it supersedes this Agreement.
- B. Severability: If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- C. Captions: The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.
- D. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- E. Ambiguities: The Parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against any Party.
- F. Governing Law: This Agreement is executed in and shall be construed and governed in accordance with the laws of the State of California.

22. ENTIRE AGREEMENT; MODIFICATION

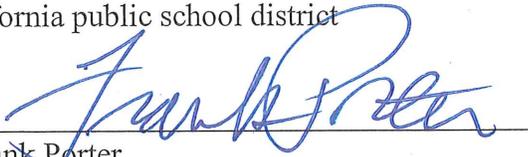
This document contains the entire agreement between the Parties concerning the Project and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by the Parties.

23. AUTHORITY

Each of the signatories to this Agreement represents that he/she is authorized to sign the Agreement on behalf of such Party and that all approvals, resolutions and consents which must be obtained to bind such Party have been obtained. The signatories hereby confirm that no further approvals, acts or consents are required to bind such Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

TWIN RIVERS UNIFIED SCHOOL DISTRICT,
a California public school district

By: 
Frank Porter,
District Superintendent

TRUSD Board Approval Date: 3/6/12

CITY OF SACRAMENTO,
a municipal corporation

By _____
James L. Combs,
Director, Parks and Recreation Department

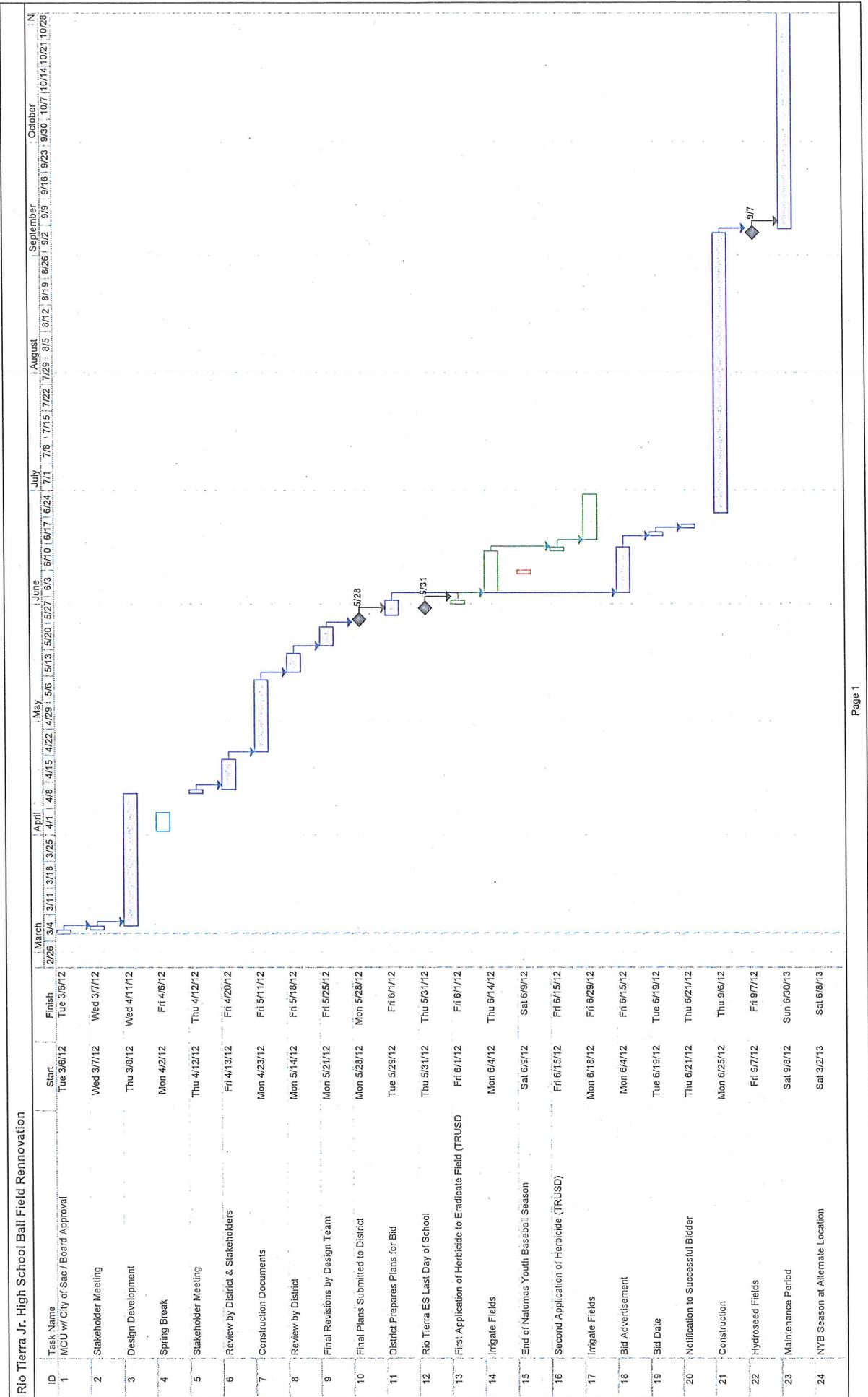
ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By 
Deputy City Attorney

EXHIBIT A



Twin Rivers Unified School District

Rio Tierra Elementary School - Ball Field Renovation

Design / Construction Timeline

MOU with City of Sacramento / Board Approval	March 2012
Stakeholder Meeting	March 7, 2012
Design Development	March 8 - April 11, 2012 (5 wks)
Spring Break	April 2-6, 2012
Stakeholder Meeting	April 12, 2012
Review by District and Stakeholders	April 13-20, 2012 (1 ½ wks)
Construction Documents	April 23 - May 11, 2012 (3 wks)
Review by District	May 14-18, 2012 (1 wk)
Final revisions by Design Team	May 21-25, 2012 (1 wk)
Final Plans submitted to District	May 28, 2012
Rio Tierra ES Last Day of School	May 31, 2012
First application of herbicide to eradicate fields (TRUSD)	June 1, 2012
Irrigate Fields	June 4-14, 2012
End of Natomas Youth Baseball Season	June 9, 2012
Second application of herbicide to eradicate fields (TRUSD)	June 15, 2012
Irrigate Fields	June 18-29, 2012
Advertisement to Bid	June 4-15, 2012 (2 wks)
Bid Date	June 19, 2012
Notification to Successful Bidder	June 21, 2012
Construction Period	June 25 - Sept. 6, 2012 (2 mo)
Hydroseed Fields	September 7, 2012
Seven Month Maintenance Period	September 8 2012 – March 29, 2013
NYB Practice at Alternate Location	March 2-29, 2013
Protective Fencing removed from Rio Tierra Fields	March 28, 2013
NYB <u>Opening Day</u> on Rio Tierra Field	March 30, 2013

[Type text]

EXHIBIT B



PROJECT SITE

