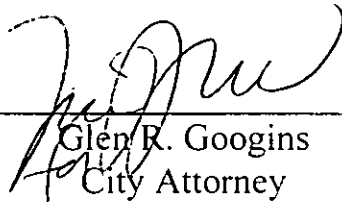


THE ATTACHED AGREEMENT HAS BEEN REVIEWED
AND APPROVED AS TO FORM BY THE CITY
ATTORNEY'S OFFICE AND WILL BE
FORMALLY SIGNED UPON APPROVAL BY
THE CITY COUNCIL



Glen R. Googins
City Attorney

Dated: 6/20/14

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CHULA VISTA YOUTH SPORTS COUNCIL
AND
THE CITY OF CHULA VISTA
REGARDING SPORTS FIELD MAINTENANCE

**MEMORANDUM OF UNDERSTANDING
REGARDING SPORTS FIELD MAINTENANCE**

This MEMORANDUM OF UNDERSTANDING REGARDING SPORTS FIELD MAINTENANCE ("MOU") is made and entered into effective as of April 1, 2014 ("Effective Date") by and between the Chula Vista Youth Sports Council, an unincorporated nonprofit association ("YSC") and the City of Chula Vista, a chartered municipal corporation ("City").

1. Purpose and Scope. The purpose of this MOU is to establish terms and conditions upon which YSC and City shall cooperate and provide certain levels of city sports field maintenance ("Base Level Maintenance") and supplemental levels of city sports field maintenance ("Supplemental Maintenance"), as more particularly described on Exhibit A attached hereto, with respect to approximately 77.9 acres of athletic fields throughout the City of Chula Vista ("City Sports Fields"), as more particularly described on Exhibit B attached hereto. Such maintenance shall be provided through a combination of (a) City funding, materials and labor resources; and (b) funds, materials, and labor donated by YSC, YSC membership, and other recruited YSC volunteers.

2. Term. The term of this MOU shall commence on the Effective Date and expire on June 30, 2015, unless extended by written agreement between the parties, or terminated by either party herein.

3. This MOU may be terminated by either party (a) "with cause" upon 5 days prior written notice with a 10 day opportunity to cure, or (b) without cause, in either party's sole discretion, upon 60 days prior written notice. If the parties agree, the City Manager is authorized to extend the term of agreement past June 30, 2016, in order for the expenditure of any collected but unspent funds on Supplemental Maintenance.

4. Responsibilities of YSC.

3.1 Monetary Donations. In order to assist with funding of Supplemental Maintenance to City Sports Fields, YSC has offered to collect donations from participants in each and every YSC sports program at the time of registration for any program commencing during any portion of the term of this MOU in the amount of eleven dollars (\$11.00) per participant, per sport, per season. Any and all such monetary donations collected shall be delivered by YSC to City to be deposited and used by City exclusively for Supplemental Maintenance, all as more specifically provided in Section 4 hereof, below. City acknowledges and agrees that one or more YSC organizations may adopt a scholarship program whereby up to 20% of league participants may be granted a donation abatement.

3.2 Other Donations. YSC has also offered to solicit and make available to City for purpose of providing Supplemental Maintenance (a) "in-kind" donations of fertilizer, and/or other supplies, subject to City approved specifications; and (b) job-specific volunteer labor to supplement field maintenance, subject to City oversight. Based on quarterly Field Management Reports and Improvement Recommendation Reports, both parties will work together to identify specific projects and tasks to be completed by YSC volunteers and supervised by City staff.

3.3 City Additional Insured Status. YSC member organizations shall continue to maintain City required insurance that names City as an additional insured in accordance with existing requirements. To the extent necessary and practical such insurance shall be expanded to cover YSC member volunteer maintenance activities provided in this MOU. YSC agrees to coordinate same.

3.4 Funds Collected Under Previous MOU. Both parties agree that any unspent funds collected during the previous MOU will be spent in accordance with the guidelines set forth in Exhibit A of this MOU.

4. Responsibilities of City.

4.1 Base Level Maintenance. During the term of this MOU, subject only to any City required adjustments based on current funding availability, City shall continue to provide Base Level Maintenance to City Sports Fields.

4.2 Supplemental Maintenance. Subject to, and in proportion to, the receipt from YSC of monetary donation, in-kind donations, and/or volunteer labor as provided in Section 3, above, City shall manage and provide Supplemental Maintenance to City Sports Fields. The commencement date, frequency and scope of such services shall be determined by the timing, type and amounts of donations received and through ongoing work program meetings between YSC and City.

4.3 Handling of Monetary Donations. City shall establish a non-interest bearing deposit account that will be maintained exclusively for monetary donations from YSC for purposes or providing Supplemental Maintenance under the terms of this MOU. All expenditures from the deposit shall be pre-authorized by two Board Members from the Youth Sports Council. Said authorizations shall be in the form of countersigned Requisitions and/or Requests for Payment. City shall provide YSC with monetary monthly reports of deposit account activity, including deposits and expenditures. Should this MOU be terminated by either party as provided in Section 2 hereof, or naturally expire, unless the term is extended as provided in Section 2, or otherwise by written agreement between the parties, any unused balance in the deposit account will be returned to YSC within 60 days of the final termination date.

5. Responsibilities of Both Parties. Throughout the term of this MOU, City and YSC agree to meet and confer from time to time, but not less than twice during the term and to discuss the details of the Supplemental Maintenance work program and to coordinate the receipt of donated materials/money/labor and provision of Supplemental Maintenance services. City and YSC acknowledge that Supplemental Maintenance service levels are directly tied to the amount and type of donations, and that service levels will vary accordingly. City and YSC also acknowledge that Supplemental Maintenance Services will be provided subsequent to the receipt of an adequate amount of donations. In the event monies or other resources are collected that allow for services above and beyond that provided in the Supplemental Maintenance program, the parties will meet and confer to determine the use of such monies for related projects or services. The City will provide quarterly Field Management Reports, as well as a comprehensive list of supplemental field maintenance recommendations and cost estimates for YSC review and funding consideration.

6. General Provisions.

6.1 Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instruments, and effective when executed and signed by all parties.

6.2 Authority. Each party represents that it has full right, power and authority to execute this MOU and to perform its obligations hereunder, without the need for any further action under its governing instruments, and that the parties executing this MOU on behalf of such a party are duly authorized agents with authority to do so.

6.3 Exhibits. All exhibits referred to herein are attached hereto and incorporated herein by reference.

6.4 Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

6.5 Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this MOU and the intentions of the parties.

6.6 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be.

YSC Contact Person and Address for Notice:

Victor Arizpe, President
Chula Vista Youth Sports Council
840 Duncan Ranch Road
Chula Vista, CA 91914
Email: arizpe1@cox.net

City Contact Person and Address for Notice:

Iracsema Quilantan, Assistant Director of Public Works
276 Fourth Avenue, Building B
Chula Vista, CA 91910
Tel: 619.397.6066
Email: iquilantan@chulavistaca.gov

6.7 **No Representation Regarding Tax Deductibility.** City has made, and makes, no statement, representation or warranty regarding the tax deductibility, for federal or state law purposes, of any donations to the City contemplated by this MOU. YSC, and any other party making any donation to City, should consult with their own qualified tax advisors on such matters.

6.8 **No Imposed Fees.** YSC acknowledges and agrees that the donation program contemplated by this MOU is voluntary, and that City has not imposed, or mandated the collection of fees through this MOU. YSC has offered to collect donations from participants in each and every YSC sports program as referenced in Section 3.1.

6.9 **Dispute Resolution.** In the event of any dispute between the parties with respect to this MOU, the parties agree to attempt to resolve the dispute through a mutually agreed upon third party mediator. Each party shall bear its own costs in mediation.

6.10 **No Third Party Beneficiaries.** There are no other parties to this MOU, express or implied, direct or indirect. City and YSC acknowledge that it is not their intent to create any third party beneficiaries to this MOU.

{Next Page is Signature Page}

**SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING
REGARDING SPORTS FIELD MAINTENANCE**

IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU and certify that, as of the Effective Date first written above, they have read, understood, and agreed to the terms and conditions set forth herein.

CHULA VISTA YOUTH SPORTS COUNCIL

Victor Arzpe, President



Signature

City of Chula Vista

Cheryl Cox, Mayor

Attest:

Donna Norris, City Clerk

Approved as to Form:

Glen R. Googins, City Attorney

Exhibit A

Description of Existing and Supplemental Maintenance Programs

1. Current City "Base Level" Program for Sports Field Maintenance

Mowing of turf:

- Summer: every week
- Winter: every 4 weeks

Edging, weed eating, blowing:

- Summer: every 2 weeks
- Winter: every 4 weeks

Restrooms – cleaned daily

Trash – Mondays & Fridays – Limited to trash cans and litter removal to support mowing

Weed/rodent control – as budget allows/very limited

Irrigation repair – as required

Field Management Report – issued 4 times per year

Aerify/Fertilize - Once per year

NOTE: Program does not currently include: dethatching, verti-cutting, replacing sod/adding soil amendments.

2. Supplemental Program for Sports Field Maintenance

A. City "contract out" services, to be provided using YSC donated monies to pay third-party contractors:

- Weed/pest control
- Dethatching
- Any other YSC recommended services (City approved)

B. City Crew Services, to be provided as resources allow.

- Aerate fields with tractor
- Verticut fields with tractor
- Apply fertilizer

C. YSC Volunteer labor services and/or funds for additional projects to be provided by YSC volunteers to supplement field maintenance.

D. Additional Projects if Surplus Funds are Available:

- Sod Replacement
- Field Consultant
- Soil Amendments,
- Increased watering and fertilization,
- Other special projects to be identified by the parties.
- Shelter painting/graffiti removal, as needed
- Minor Maintenance – scope to be defined

Exhibit B List of Sports Fields

| Park | Address | Park Acres | Turf Acres for Allocation (est.) | Total Fields Allocated |
|-------------------------|------------------------------------|------------|----------------------------------|------------------------|
| All Seasons | 1825 Magdalena Ave. | 7.5 | 1.0 | 1 |
| Bonita Long Canyon | 1745 Coltridge Lane | 5 | 2.0 | 1 |
| Chula Vista Community | 1060 Eastlake Parkway | 14.9 | 4.8 | 6 |
| Cottonwood | 1778 East Palomar Street | 6.6 | 2.8 | 3 |
| Discovery Park | 700 Buena Vista Way | 20.4 | 4.4 | 7 |
| Eucalyptus Park | 4 th Ave and C Street | 20.9 | 2.6 | 3 |
| Explorer | Rancho Del Rey Prkwy & Norella St. | 5.6 | 1.7 | 1 |
| Greg Rogers Park PVLL | 1189 Oleander Ave | 20.37 | 4.3 | 6 |
| Harborside | 670 Oxford st. | 5.2 | 1.4 | 1 |
| Harvest | 1550 East Palomar | 6.8 | 2.7 | 1 |
| Heritage | 1381 Palomar Street | 10.1 | 1.5 | 1 |
| Hilltop | 780 Hilltop Drive | 9.3 | 0.4 | 1 |
| Horizon | 970 East Palomar | 5.3 | 1.8 | 2 |
| Lauderbach | 333 Oxford Street | 3.9 | 0.7 | 1 |
| Los Ninos | 150 Teal Street | 5.1 | 1.44 | 1 |
| MacKenzie Creek | 2275 Mackenzie Creek Road | 6.8 | .71 | 1 |
| Marisol Park | 916 Rancho Del Rey Parkway | 5 | 1.2 | 1 |
| Menzel Fields | 100 Block Fifth Avenue | 4 | 1.3 | 2 |
| Montevelle | 840 Duncan Ranch Road | 29 | 4.1 | 3 |
| Otay | Albany Ave. | 4.2 | 1.9 | 2 |
| Paseo Del Rey | 750 Paseo Del Rey | 4 | 0.3 | 1 |
| Rienstra Ballfields Max | 1500 Max Avenue | 4.1 | 3.9 | 8 |
| Rohr Park | 4548 Sweetwater Road. | 57.3 | 8.6 | 7 |
| Salt Creek South | 2710 Otay Lakes Rd | 24 | .75 | 1 |
| Santa Venetia | 1500 Magdalena | 7 | 2.7 | 3 |
| SDG&E west | 1450 Hilltop Drive | 4 | 1.5 | 1 |
| SDG&E east | 1450 Hilltop Drive | 4 | 1.7 | 1 |
| Sunbow | 500 East Naples | 3.7 | 1.6 | 1 |
| Sunridge | 952 Beechglan Drive | 6.6 | 0.8 | 1 |
| Sunset View | 1390 South Greensview | 11.7 | 4.0 | 2 |
| Terra Nova | 450 Hidden Vista Drive | 17 | 3.0 | 2 |
| Voyager | 1178 East J Street | 11.2 | 3.7 | 2 |
| Windingwalk | 1675 Exploration Falls | 7.3 | 2.4 | 2 |
| Totals: | | | 77.7 | 77 |

Fields acres removed from previous total of 88.5

| | | | |
|---------------|------|-----------------|-----|
| Veterans | 3.0 | Los Ninos | .16 |
| Saltcreek | 1.45 | MacKenzie Creek | .19 |
| Mt San Miguel | 4.6 | | |
| Montevelle | 1.7 | | |