

JOINT USE AGREEMENT

THE NEWPORT- MESA UNIFIED SCHOOL DISTRICT AND THE CITY OF COSTA MESA COLLABORATIVE AGREEMENT FOR USE OF FACILITIES AND ACTIVE USE AREAS

THIS JOINT USE AGREEMENT HAS BEEN PRODUCED BY AND FOR THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT AND THE CITY OF COSTA MESA, AS A COLLABORATIVE EFFORT TO CREATE COMMUNITY AT ALL PUBLIC FACILITIES THROUGHOUT THE CITY OF COSTA MESA.

THIS Joint Use Agreement ("AGREEMENT") is dated as of February 14, 2006, by and between the Newport-Mesa Unified School District ("DISTRICT"), a public school district duly organized and existing under the laws of the State of California and the City of Costa Mesa ("CITY"), a municipal corporation and public body.

RECITALS

WHEREAS, DISTRICT is the owner of real property and improvements thereon in the City of Costa Mesa/City of Newport Beach, including facilities and active use areas which are capable of being used by CITY for community recreational and educational purposes; and

WHEREAS, CITY is the owner of public parks and recreational facilities in the City of Costa Mesa which are capable of being used by DISTRICT for educational and recreational purposes; and

WHEREAS, the CITY and DISTRICT desire to use and improve facilities for community recreational and educational purposes; and

WHEREAS, this AGREEMENT is entered into pursuant to the provisions of Education Code Section 10900, et. seq.;

NOW, THEREFORE, for and in consideration of the collaborative agreements herein contained, the parties hereto agree as follows:

1. TERM AND COMMENCEMENT

This AGREEMENT will commence as of the date in which the latter of CITY and DISTRICT approve and execute this AGREEMENT, and will continue for a period of five (5) years, unless sooner terminated as provided for hereinafter in Section 12. This AGREEMENT may be renewed for successive five (5) year terms. Such renewal will be deemed automatic unless AGREEMENT is sooner terminated as provided for hereinafter in Section 12 or upon written notice of intent not to renew given to the other party at least one (1) year prior to the expiration of AGREEMENT.

2. FACILITIES COVERED

The term "FACILITIES" will be used for the purposes of this AGREEMENT to mean any buildings, classrooms, multi-use rooms, auditoriums, kitchens, gymnasiums, tennis courts, restrooms and/or pools. The term "ACTIVE USE AREAS" will be used for the purposes of this AGREEMENT to mean any fields, playgrounds and parking lots.

Terms of this AGREEMENT will apply to all FACILITIES and ACTIVE USE AREAS in the City of Costa Mesa owned by CITY or DISTRICT with the exception of City Hall, the Corporation Yard or the Bear Street Educational Center and Yard.

Facilities that are subject to a third party leasehold interest or sites with special provisions must be identified as such and included on a separate attachment to this AGREEMENT listed in Exhibit "A" and require special permission, including such permission as may be legally required of the third party leaseholder, for reservation and/or use.

This Agreement is non-binding in regards to the City of Costa Mesa's prior action regarding financial contributions to Costa Mesa United and the construction of the Stadium at Estancia High School and the Aquatic Complex at Costa Mesa High School. Those projects shall be the subject of site-specific agreements for community use of those facilities in concurrence between Costa Mesa United and the Newport Mesa Unified School District regarding the funding of their construction.

3. PERMITTED USES OF FACILITIES AND ACTIVE USE AREAS

A. DISTRICT will be entitled to the exclusive use of DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS for public school and school-related educational and recreational activities, including summer school, and, at such other times as DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS are being used by DISTRICT or its agents. At all other times, CITY will be entitled to use DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS, without charge, for community recreational and educational purposes.

B. CITY will permit DISTRICT to use CITY FACILITIES and CITY ACTIVE USE AREAS, without charge, for DISTRICT educational and recreational activities, as long as such use does not conflict with the regular conduct of park, recreation, and community service activities sponsored by CITY.

4. SCHEDULING USE OF FACILITIES

A. DISTRICT and CITY will develop a master schedule for joint use of FACILITIES and ACTIVE USE AREAS. DISTRICT and CITY will schedule quarterly operational meetings unless alternate meeting times are mutually agreed upon. At these meetings both parties will review and evaluate the status and condition of jointly used FACILITIES and ACTIVE USE AREAS, and modify or confirm the upcoming quarter's schedule.

B. CITY will have the responsibility for scheduling all use and rest and renovation of CITY FACILITIES and CITY ACTIVE USE AREAS.

C. The CITY will also have the responsibility for scheduling the use of DISTRICT ACTIVE USE AREAS during non-school hours beginning at 4:00 p.m., (5:00 P.M. for the high schools) Monday through Friday, all day Saturday and Sunday, during the summer, school breaks and holidays. School FACILITIES and ACTIVE USE AREAS will be permitted in the following order of priority:

1. Regular school programs or activities including summer school.
2. City-sponsored, City co-sponsored and/or school-sponsored youth programs or activities.
3. Other youth programs or activities.
4. City adult programs or activities.
5. Other adult programs or activities.

D. Scheduling requests, including rest and renovation for CITY and DISTRICT FACILITIES and ACTIVE USE AREAS, will be submitted on the approved standard form.

E. CITY and DISTRICT will provide the other with a minimum of fifteen (15) calendar days' notice when canceling previously approved use dates for FACILITIES and ACTIVE USE AREAS. If either the CITY or DISTRICT must cancel any previously approved reservation, the canceling party will make a reasonable effort to provide an appropriate alternative reservation site (cancellations due to C.I.F. practice or games are excluded from this provision). The parties shall discuss what grounds for cancellation of previously approved reservations may be and shall compile an agreed list of such grounds for each party's use.

F. DISTRICT may set aside varsity fields that are sport-specific during the course of the C.I.F. pre-season, season and post-season, releasing it/them back for CITY and community use once C.I.F. play ceases. DISTRICT shall provide notice to CITY 30 days in advance of the CITY's Group 1 user organization reservation due date of specific fields and time period during which this option is being exercised. Fields used for more than one varsity sport are not eligible for this consideration.

G. DISTRICT shall not withhold fields from community use on a unreasonable, arbitrary or recurring basis.

5. OBLIGATIONS OF CITY

During the term of this AGREEMENT, CITY hereby covenants and agrees to the following:

A. Upon the expiration of the term of this AGREEMENT, or upon the sooner termination thereof, and when surrendered, CITY will leave DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS in as good order and condition as DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS were at the beginning of their term of this AGREEMENT.

B. Any obligation for the custodial service necessary to keep CITY FACILITIES and CITY ACTIVE USE AREAS in a neat, orderly, and sanitary condition at all times during its use thereof under this AGREEMENT will be the CITY'S responsibility.

C. To allow no vehicles to enter upon DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS except as may be necessary and authorized by the DISTRICT with an official parking pass for the limited purposes of maintenance, operation, and delivery of goods and services or in designated public parking lots.

D. To appoint an employee with whom DISTRICT, or any other authorized agent of DISTRICT, may confer regarding the terms of this AGREEMENT.

E. To enforce all DISTRICT rules, regulations, and policies provided by the DISTRICT while directing community recreational and educational activities on DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS.

F. To provide personnel necessary for the direction or supervision of activities sponsored by the CITY at DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS.

G. To perform the normal maintenance of its own CITY FACILITIES and CITY ACTIVE USE AREAS at basic level of service subject to normal wear and tear, unless otherwise addressed in a site-specific agreement.

H. To permit DISTRICT to jointly use specialized CITY equipment. These include, but are not limited to Mobile Recreation Unit and Show Wagon, TV/VCR, overhead projectors, etc. Request for specialized CITY equipment must be submitted on the approved standard form 15 days prior to event date. CITY will provide operators and staff for such equipment, vehicles and services as necessary.

I. CITY will hold user groups responsible for picking up trash and debris on DISTRICT ACTIVE USE AREAS and adjacent turf areas and depositing it into the proper trash bins. Fields and adjoining areas affected by a user group's use must be picked up and cleared of all trash. The City will direct user groups to dispose of bagged trash following use in the refuse containers/dumpsters provided by DISTRICT. CITY will encourage user groups to leave school and park areas immediately after games and practices safely and quietly, especially after late games insuring good neighbor practices in residential neighborhoods.

6. OBLIGATIONS OF DISTRICT

During the term of this AGREEMENT, DISTRICT hereby covenants and agrees to the following:

A. To appoint an employee with whom CITY, or any other authorized agent of the CITY, may confer regarding the terms of this AGREEMENT.

B. To enforce all CITY rules, regulations, and policies while directing community educational and recreational activities at CITY FACILITIES and CITY ACTIVE USE AREAS. The CITY will provide the DISTRICT with rules, regulations, and policies pertaining to CITY FACILITIES and CITY ACTIVE USE AREAS.

C. To provide personnel necessary for the direction or supervision of activities sponsored by the DISTRICT at CITY FACILITIES and CITY ACTIVE USE AREAS.

D. To notify the CITY when reconfiguring fields or parking lots or placing portables on existing sites or scheduling rest and/or renovation times, at least 30 days prior to doing such. DISTRICT shall post notice of closure in a prominent location on DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS closed for rest and/or renovation.

E. To provide access to and/or maintain additional toilet facilities at DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS, if necessary, in conjunction with CITY activities. DISTRICT will approve and locate the type of toilet facilities (i.e., portable, mobile, temporary, or fixed). DISTRICT may require user groups to pay for the additional toilet facilities at DISTRICT FACILITIES and ACTIVE USE AREAS.

F. To perform normal maintenance on DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS at basic level of service subject to normal wear and tear. DISTRICT agrees to maintain DISTRICT ACTIVE USE AREAS at least at an overall rating of "Fair" or higher ("Good" or "Excellent") as described in Exhibit "C".

G. To provide custodial services necessary to keep DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS in a neat, orderly, and sanitary condition at all times during its use thereof under this AGREEMENT.

H. To permit CITY to jointly use DISTRICT school buses. DISTRICT will provide operators for DISTRICT buses. At the DISTRICT'S option, buses may be free or at the DISTRICT'S direct cost.

I. To permit CITY to use specialized DISTRICT equipment at no cost including but not limited to, TV/VCR, overhead projectors, etc. Request for specialized DISTRICT equipment must be submitted on the approved standard form 15 days prior to event date.

7. OPERATIONAL COSTS

A. CITY and DISTRICT acknowledge that by the terms of this Agreement that the operational costs for FACILITIES and/or ACTIVE USE AREAS become a joint obligation of the parties to the extent that the FACILITIES and/or ACTIVE USE AREAS are maintained in accordance with the standards of care as specified in Exhibit B which is attached hereto.

B. CITY agrees to transfer all revenues received from User Groups for the use of DISTRICT Athletic Fields, accounted for in CITY budget records as "Field Rentals - District", less refunds (hereinafter called "field revenue"), or an annual amount of \$170,000 (base year January, 2006, adjusted annually on January 1 for each successive year by the percentage increase of the Orange County Consumer Price Index, less housing price increases), whichever is the greater amount, payable quarterly in equal installments, within 45 days of the end of each quarter (first quarter beginning July 1). CITY will provide budget records to account for field revenues received.

C. No later than December 31 of each year CITY and DISTRICT shall conduct an assessment of the condition of DISTRICT ACTIVE USE AREAS to mutually certify that requirements of Section 6.F, above, have been fulfilled and an Overall Rating of Fair, Good or Excellent is achieved on each site (see Field Rating Criteria Sheet, Exhibit C). If such a mutual certification cannot be achieved, then the CITY may withhold payment of field revenue to DISTRICT for the current fiscal year until both parties reach agreement or until June 1, whichever first occurs. If certification cannot be reached by June 1 then the CITY will be deemed to have good cause for exercising its right to terminate this Agreement as specified in Section 12.A of this Agreement, and CITY will have the same rights as provided in Section 12.B as if DISTRICT had terminated this Agreement.

D. No later than December 31 of each year, CITY and DISTRICT will meet and confer to select Capital Improvement Projects to be funded jointly. The Capital Reinvestment program shall consist of DISTRICT match of at least \$1 for each \$1 CITY invests in DISTRICT capital projects. This agreement does not require Capital Reinvestment on the part of either party, but Capital Reinvestment shall be dictated by each party's fund availability.

8. ADDITIONAL IMPROVEMENTS

A. CITY will obtain prior written consent of DISTRICT to make any alterations, additions, or improvements to DISTRICT FACILITIES and/or DISTRICT ACTIVE USE AREAS; DISTRICT will obtain prior written consent of CITY to make any alterations, additions, or improvements to CITY FACILITIES and/or CITY ACTIVE USE AREAS. CITY/DISTRICT understand that any such alterations, additions, or improvements on the property of the other must comply with all state and local standards.

B. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.

C. Each party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other party at the expiration or termination of this AGREEMENT. "Good cause" includes reasons of health, safety, or the DISTRICT'S need for the DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS for educational purposes or the CITY'S need for CITY FACILITIES and CITY ACTIVE USE AREAS for municipal purposes.

D. CITY/DISTRICT will have the right to make emergency repairs on any improvements made by the other and each party agrees to split the cost of such emergency repairs.

E. DISTRICT agrees to pay electrical, lighting, water, and other utility service costs associated with all alterations, additions, or improvements made by CITY upon DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS, as identified in site-specific agreements when mutually beneficial to the DISTRICT.

F. If any alterations, additions, or improvements are destroyed by fire, war, earthquake, flood, storm, or other casualty beyond the control of the parties hereto, to such an extent which they cannot be restored to their previous condition within one hundred-twenty

(120) days after the casualty, CITY will have the option to restore the structure or improvements to their condition as of the date of the casualty. In the event CITY does not elect to perform such restoration, CITY will remove all structures, improvements, and personal property from the site and return the site to its original condition, insofar as practical, unless otherwise mutually agreed. If site and improvements are destroyed by any of the causes enumerated above, and in the event they can be restored within one hundred-twenty (120) days after the casualty, CITY will restore them as soon as feasible. DISTRICT will do the same for alterations, additions, or improvements, which it has placed on CITY FACILITIES and CITY ACTIVE USE AREAS.

9. LIABILITIES AND INDEMNIFICATION

A. CITY is financially responsible for damages caused by CITY use of DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS; DISTRICT is financially responsible for damages caused by DISTRICT use of CITY FACILITIES and CITY ACTIVE USE AREAS. CITY will indemnify, defend, and hold harmless DISTRICT, its officers, agents, employees, representatives, and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any kind or nature arising out of or in connection with activities or programs sponsored by CITY at DISTRICT FACILITIES and DISTRICT ACTIVE USE AREAS, except those which arise out of the sole negligence of DISTRICT.

B. DISTRICT will indemnify, defend, and hold harmless CITY, its officers, agents, employees, representatives, and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any kind or nature arising out of or in connection with activities or programs sponsored by DISTRICT at CITY FACILITIES and/or CITY ACTIVE USE AREAS, except those which arise out of the sole negligence of CITY.

10. ASSIGNMENTS AND SUBLEASE

A. CITY may enter into agreements for use by permit with groups for recreational and educational purposes. CITY will be the sole permitting agent for DISTRICT ACTIVE USE AREAS in the City of Costa Mesa during non-school hours beginning at 4:00 p.m. (5:00 P.M. for the high schools) Monday through Friday, all day Saturday and Sunday and during the summer and holidays. Such agreements for use are subject to and deemed to incorporate by reference all provisions of this AGREEMENT.

B. CITY may charge a fair and reasonable fee from permitted users to offset the cost associated with the use of CITY or DISTRICT ACTIVE USE AREAS.

C. Neither CITY nor DISTRICT may assign or transfer this AGREEMENT, or any part thereof, without the written consent of the other party.

11. NOTICES

A. All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

If to CITY:

City of Costa Mesa
77 Fair Drive
Post Office Box 1200
Costa Mesa, California 92628-1200
Attention: City Manager

If to DISTRICT:

Newport-Mesa Unified School District
2985-A Bear Street
Costa Mesa, California 92626
Attention: Superintendent

12. TERMINATION

A. This AGREEMENT may be terminated, with cause, at any time during the term hereof by either party of this AGREEMENT upon one (1) year's written notice to the other party unless modified by 7.C, above.

B. If this AGREEMENT is terminated by DISTRICT prior to its expiration, and CITY has made permanent improvements to any DISTRICT FACILITIES and/or DISTRICT ACTIVE USE AREAS, DISTRICT agrees to allow CITY to use those DISTRICT FACILITIES and/or DISTRICT ACTIVE USE AREAS for a period of one (1) year from the date of the termination of this AGREEMENT. Such use will be pursuant to the provisions of this AGREEMENT.

C. Any potential purchase by DISTRICT of CITY improvements upon termination will be in accordance with amortization schedules established within site-specific agreements.

13. SEVERABILITY AND APPLICABLE LAW

Whenever possible, each provision of this AGREEMENT will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT will be invalid under the applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, or the remaining provisions of this AGREEMENT. This AGREEMENT has been made and entered into in the State of California and the laws of said State will govern the validity and interpretation hereof and the performance hereunder by the parties herein.

14. AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between the parties with respect to the facilities listed in Exhibit D. Both parties must in the form of a written amendment agree to any modifications.

15. WAIVER

The failure of CITY or DISTRICT to insist upon strict performance of any of the terms, conditions, or covenants in this AGREEMENT will not be deemed a waiver of any right or remedy which CITY or DISTRICT may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.

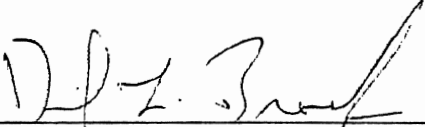
16. BINDING EFFECT

This AGREEMENT and all the terms, covenants, conditions, and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and their respective successors.

IN WITNESS WHEREOF, this AGREEMENT has been duly approved by both DISTRICT and CITY.

DISTRICT:


Newport-Mesa Unified School District

By: 

David L. Brooks
President, Board of Education

CITY:

City of Costa Mesa

By: 

Allan R. Mansoor
Mayor

Dated: February 14, 2006

Dated: February 6, 2006

Exhibit "A"

The following FACILITIES are subject to a third party leasehold interest or sites with special provisions.

CITY FACILITIES

Costa Mesa Tennis Center
Golf Course
Senior Center
Child's Pace Room, Downtown Recreation Center

DISTRICT FACILITIES

Canyon Elementary School
Lindbergh Elementary School
Mesa Verde Elementary School

Exhibit “B” Levels of Maintenance

Basic Level of Maintenance

Elementary	Frequency	Middle	Frequency	High School	Frequency
Mow and edge dress lawns	45	Mow and edge dress lawns	45	Mow and edge dress lawns	45
Mow fence lines where required	45	Mow fence lines where required	45	Mow fence lines where required	45
Prune back shrubs or ground cover overhanging curbs or sidewalks	15	Prune back shrubs or ground cover overhanging curbs or sidewalks	15	Prune back shrubs or ground cover overhanging curbs or sidewalks	15
Maintain planters, cultivate, weeding	15	Maintain planters, cultivate, weeding	15	Maintain planters, cultivate, weeding	15
Maintain trees, remove suckers, remove any broken or fallen branches, and keep trees raised	15	Maintain trees, remove suckers, remove any broken or fallen branches, and keep trees raised	15	Maintain trees, remove suckers, remove any broken or fallen branches, and keep trees raised	15
Remove litter and leaves from plants, planters, and parking lots	45	Remove litter and leaves from plants, planters, and parking lots	45	Remove litter and leaves from plants, planters, and parking lots	45
Sweep or blow clean all sidewalks, curbs and gutters	45		45	Sweep or blow clean all sidewalks, curbs and gutters	45
Fill ruts and holes in dress lawns and playing fields	45	Fill ruts and holes in dress lawns and playing fields	45	Fill ruts and holes in dress lawns and playing fields	45
Rake and maintain playground boxes, both sand and wood chips	45	Rake and maintain playground boxes, both sand and wood chips	45	Rake and maintain playground boxes, both sand and wood chips	NA
Check irrigation system, make repairs and complete work orders	45	Check irrigation system, make repairs and complete work orders	45	Check irrigation system, make repairs and complete work orders	45
Adjust irrigation controllers for current water needs	30	Adjust irrigation controllers for current water needs	30	Adjust irrigation controllers for current water needs	30
Mow playing fields	45	Mow playing fields	45	Mow playing fields	45
Aerate, fertilize and overseed all playing fields	1	Aerate, fertilize and overseed all playing fields	2	Aerate, fertilize and overseed all playing fields	2
Sweep parking lots	15	Sweep parking lots	15	Sweep parking lots	30
		Add Additional Brick dust annually to baseball and softball fields	1	Renovate, over seed, fertilize, and top dress two playing fields at each high school annually	1
		Maintain district tracks	4	Add Additional Brick dust annually to baseball and softball fields	1
				Maintain district tracks	4

JUA Enhanced Level of Maintenance

Aerate, fertilize and overseed all playing fields		Aerate, fertilize and overseed all playing fields	1	Aerate, fertilize and overseed all playing fields	1
Roving Custodial Support	52	Roving Custodial Support	52	Site based Custodial Support	52
Saturday trash pick up at Calif, Kaiser	40	Saturday trash pick up at Tewinkle	40	Saturday trash pick up at EHS, CMHS	40

EXHIBIT C

ATHLETIC FIELD EVALUATION FORM

SITE: _____ **DATE:** _____

ADDRESS: _____ **INSPECTED BY:**

Turf rating: _____ **Irrigation rating:**

OVERALL RATING: _____

Excellent: safe, well-maintained, very playable, high quality turf, few if any depressions or undulations in surface.

Good: safe, adequate maintenance, playable, overall turf quality adequate, weeds present, may have minor depressions and/or undulations in surface.

Fair: safe, some maintenance problems, playable, turf thin or bare in places, moderate weeds, acceptable number of depressions and/or undulations in surface.

Poor: safety concerns, poor maintenance, several thin or bare turf areas, excessive weeds, excessive number of depressions and/or undulations in surface.

I. TURF

A. TYPE (species/variety): _____

B. CONDITION: _____ **rating.**

- 1) **Excellent:** healthy, vigorous, uniform color
- 2) **Good:** healthy, adequate growth rate, color-generally uniform
- 3) **Fair:** moderate growth rate, variable color
- 4) **Poor:** slow or reduced vigor, off-color, non-uniform appearance

C. COVERAGE: _____ **rating.**

- 1) **Excellent:** 100%
- 2) **Good:** 90% - 99%
- 3) **Fair:** 80 – 89%
- 4) **Poor:** Less than 80%

D. THATCH: _____ **rating.**

- 1) **Good:** well-developed thatch layer, not excessive
- 2) **Fair:** thatch layer present, adequate for intended use
- 3) **Poor:** minimal or excessive thatch layer

E. SUITABILITY OF TURF FOR INTENDED USE: _____

(note: this is a subjective rating based on all factors considered)

- 1) **Excellent:**
- 2) **Good:**
- 3) **Fair:**
- 4) **Poor:**

II. IRRIGATION SYSTEM

A. WATER TYPE (reclaimed or potable): _____

B. OPERATIONAL CONDITION

1. Type of controller: _____
2. Controller fully operational: _____
3. Advanced technologies (sensors, central control, etc.): _____
4. Meets all guidelines for use of reclaimed water (if applicable): _____

C. COVERAGE: _____ **rating.**

- 1) **Excellent:** uniform throughout site, 100% head-to-head coverage
- 2) **Good:** predominantly uniform & 100% head-to-head coverage
- 3) **Fair:** less than uniform and/or less than 100% head-to-head coverage
- 4) **Poor:** poor uniformity and/or less than 90% head-to-head coverage

III. WEEDS: _____ **rating.**

- 1) **Excellent:** none present or minimal
- 2) **Good:** some weeds present, no areas dominated by weeds
- 3) **Fair:** weeds present in moderate amounts or dominating an area
- 4) **Poor:** weeds present in heavy amounts or throughout the site

TYPE (broadleaf , grasses, other):

- Type: _____ % of total field.
Type: _____ % of total field.
Type: _____ % of total field.

IV. SOIL COMPACTION: _____ **rating.**

- 1) **Excellent:** non-compacted, very safe & playable
- 2) **Good:** slightly compacted overall or few compacted areas
- 3) **Fair:** moderately compacted overall or in several areas
- 4) **Poor:** compacted overall or in many areas

V. CONTINUITY OF PLAYING SURFACE: _____ **rating.**

- 1) **Excellent:** No mounds, depressions, undulations, etc. in playing surface.
- 2) **Good:** Minimal number or severity of mounds, depressions or undulations
- 3) **Fair:** Moderate number or moderate severity of surface problems.
- 4) **Poor:** Mounds, depressions or undulations that, due to the prevalence or severity create a negative impact on the continuity of the playing surface.

VI. SAFETY: _____ **rating.**

- 1) **Excellent:** No safety concerns, very safe and playable
- 2) **Good:** Minor concerns, safe and playable
- 3) **Fair:** Some safety concerns, playable with repairs
- 4) **Poor:** Significant concerns, not recommended for play

Comments: _____

EXHIBIT D

NMUSD Athletic Fields Currently Permitted as of 1/1/06

Adams School*	Adams - Utility or BB
Back Bay High School*	Back Bay - Utility
California School*	California - Utility East California - Utility West California - NW BB/T-Ball
Canyon (Waldorf) School	Parsons Field - Utility
College Park School*	College Park - Utility or BB
Costa Mesa High School	CMHS - Little League Major/Minor CMHS - Utility East /JV BB CMHS - Utility West / T-Ball CMHS - Utility South /
C-Pitch, Softball	
Davis School	Davis - Utility or BB Davis - Utility Track
Estancia High School	EHS - BB Varsity EHS - BB JV EHS - Utility Varsity EHS - Utility JV EHS -Track
Harper*	Harper - Utility East-West Harper - Utility North-South
Kaiser School*	Kaiser - BB (East & West) Kaiser - Utility North Kaiser - Utility South Kaiser - Utility Track
Killybrooke*	Killybrooke - Utility
Lindbergh Park*	Lindbergh - Utility

Paularino School*	Paularino - Utility East or BB Paularino - Utility West or BB
Pomona School*	Pomona - Utility
Rea School*	Rea - Utility or BB Rea - Utility West
Sonora School*	Sonora - Utility or BB
TeWinkle School*	TeWinkle - Utility East TeWinkle - Utility West TeWinkle - Utility Track TeWinkle - BB NE / Major
Field	TeWinkle - BB NW/ Farm Field TeWinkle - BB SE / Minor A TeWinkle - BB SW / Softball TeWinkle - BB West / Minor B
Victoria School*	Victoria - Utility East or BB Victoria - Utility West
Wilson School*	Wilson - Utility or BB
Whittier School*	Whittier - Utility
Woodland*	Woodland - Utility or BB

*** Beginning January 1, 2006, these schools may no longer be used by adult user groups.**