FIRST AMENDMENT
TO
JOINT POWERS AGREEMENT FOR DEVELOPMENT AND USE OF RECREATIONAL AREA

This First Amendment to Joint Powers Agreement for Development and Use of Recreational Area ("First Amendment") is made and entered into as of this third day of June, 2025 ("Effective Date") by and between the City of Santa Rosa ("City") and the Rincon Valley Union School District ("District"). City and District may each be referred to as a "Party" or together as the "Parties" in this First Amendment.

RECITALS

A. **WHEREAS,** the Parties previously entered in that certain Joint Powers Agreement for Development and Use of Recreational Area dated January 30, 1996 (the "Agreement"), whereby District and City agreed to jointly use portions of a 7-acre site within the Skyhawk Subdivision (the "Joint Use Areas"), under the terms and conditions set forth therein; and

B. **WHEREAS,** the Joint Use Areas included a playground, parking lot, lower play meadow, and upper play meadow, which are more generally depicted in **Exhibit "A"**; and

C. **WHEREAS,** the Parties desire to enhance safety and security for District students by ensuring exclusive use of the lower play meadow area (the "Lower Meadow") by District students during school hours; and

D. **WHEREAS,** the District desires to enhance security and restrict public access to the Lower Meadow area during school hours by installing a fence; and

E. **WHEREAS,** the amendments and modifications to the Agreement stated herein reflect the true intent of the Parties.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the Parties agree as follows:

AGREEMENT

1. Fencing of Lower Meadow. The District shall have the right to construct, at its own expense, a fence around the Lower Meadow to ensure that the area is used exclusively by District students during school hours. The design and specific location of the fence shall be subject to approval by City, which approval will not unreasonably be withheld. Conditions of approval will include, but not be limited to, those listed on Attachment One. The District shall be solely responsible for the installation, maintenance, and costs associated with the fence.

a. Gates and Locking Access. The District shall install one or more gates in the fence, which may be locked to restrict access to the Lower Meadow during school hours. The location and design of the gates shall be subject to approval by City, which shall not be unreasonably withheld. The general area and location of the proposed fence are shown on Attachment Two. The District shall be solely responsible for the installation, maintenance, and costs associated with the gates.

b. Maintenance, Operation, and Costs. The District agrees to maintain the fence and gates in good condition, including but not limited to repairs, upkeep, and any necessary replacements. The District shall bear all costs associated with the operation of the fence and gates, including any costs for unlocking and locking the gates outside of school hours.

c. Access by City and Public. The District shall ensure the gates are unlocked and accessible to the public on weekends and outside of school hours, and will be responsible for ensuring proper access control. The City acknowledges that the District will have exclusive use of the Lower Meadow during school hours and agrees that access by the public or City personnel to the Lower Meadow may be restricted when the gates are locked. The City retains the right to use the rest of the Joint Use Areas for public use in accordance with the Agreement.

d. Emergency Access. City shall be provided a copy of any key or combination necessary to access the Lower Meadow in the event of an emergency threat to safety or to City owned property. City shall make reasonable efforts to notify District of its intent to enter the Lower Meadow in the event of such an emergency.

2. Effectiveness of Agreement. Except as otherwise expressly set forth in this First Amendment, all other terms of the Agreement and any subsequent amendments thereto, shall remain unchanged and in full force and effect.

3. Assignment. No Party shall assign or transfer any of its obligations, rights, or duties under this First Amendment without the prior written consent of the other Party.

4. Governing Law/Venue. This First Amendment shall be governed by and interpreted under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this First Amendment shall be brought solely in the Superior Court of the State of California for Sonoma County, subject to any transfer of venue as required by law.

5. Modification. This First Amendment may be modified or superseded only by written instrument executed by duly authorized representatives of each of the Parties.

6. Counterparts/Electronic Signatures. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which

together constitute one Amendment. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and District wish to permit this Amendment to be electronically signed in accordance with applicable federal and California law. Either party to this Amendment may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to this Amendment. The parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Amendment. City and District reserves the right to reject any digital signature that cannot be positively verified by City or District as an authentic electronic signature.

7. Insurance. The District shall select the contractor for the construction of the fence. In addition to the District's requirements, the contractor shall endorse the City of Santa Rosa, its officers, agents, employees, and volunteers as additional insureds during the entire term of the construction agreement required for the completion of the fence.

8. Headings and Captions. The captions and headings appearing in this First Amendment have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

9. Signature Authority. Each of the Parties has full power and authority to enter into and perform this First Amendment, and the person signing this First Amendment on behalf of each Party has been properly authorized and empowered to enter into this First Amendment.

The Rincon Valley Board of Trustees approved this First Amendment on May 13, 2025 with a unanimous vote. The hope of the District is to have the fence installed during the summer months so it will be completed by the time school begins on August 13, 2025.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the latest date indicated below.

District:

RINCON VALLEY UNION SCHOOL DISTRICT

By: Mike Herfurth
Name: Mike Herfurth
Title: Interim Superintendent

Date: 5/14/25

City:

CITY OF SANTA ROSA, a Municipal Corporation

By: _____

Name:

Title:

Date: _____

Approved as to Form:

_____

City Attorney

Attachments

Attachment One – Conditions of Construction

Attachment Two – Depiction of Fence Area

Attachment One

Conditions of Construction

Fence Enclosure at Skyhawk Community Park

The following conditions of construction shall apply towards the construction of the fence enclosing the soccer field at Skyhawk Community Park.

1. Construction Plans and Specifications must be prepared for City of Santa Rosa approval, including the Recreation and Parks Department.
2. Final approval of the 100% plans and specifications from the City department responsible for maintenance of the existing irrigated lawn must be received in writing prior to commencing bidding and, if any changes, prior to construction.
3. It is the responsibility of the District to secure permits as necessary. City shall reasonably cooperate with the District in its efforts to obtain all permits and approvals necessary.
4. The fence must be designed to have gates for pedestrians and for City of Santa Rosa work related to maintenance of the field.
5. If the fence interferes or restricts existing irrigation, the plans and specifications must clearly show how the District will correct the irrigation. It is the sole responsibility of the District to adjust the irrigation and to continue existing irrigation patterns ensuring that landscaping, including shrubs and trees that may be irrigated from the existing system continue to receive at least the same amount of irrigation as is in place as of the last day prior to commencement of the District's construction of the fence. City shall provide District with available information, plans, or documentation regarding the existing irrigation system upon request, in a timely manner, to assist District in avoiding interference and properly planning necessary adjustments.
6. Any irrigated area of lawn that is damaged by the installation of the fence must be replaced by the District with sod.
7. Construction staging located within Skyhawk Park must be approved by the City department responsible for park maintenance.
8. Vehicles and heavy equipment at or over 1 ton are not allowed over existing areas with irrigation below grade.
9. Construction timing must be coordinated with the City department responsible for managing the Skyhawk Park regarding recreation programming and park maintenance. Construction will not be allowed to interfere with planned recreation programming.
10. Weekend work must be pre- approved in writing by the City department responsible for recreation management at Skyhawk Park.

Attachment Two

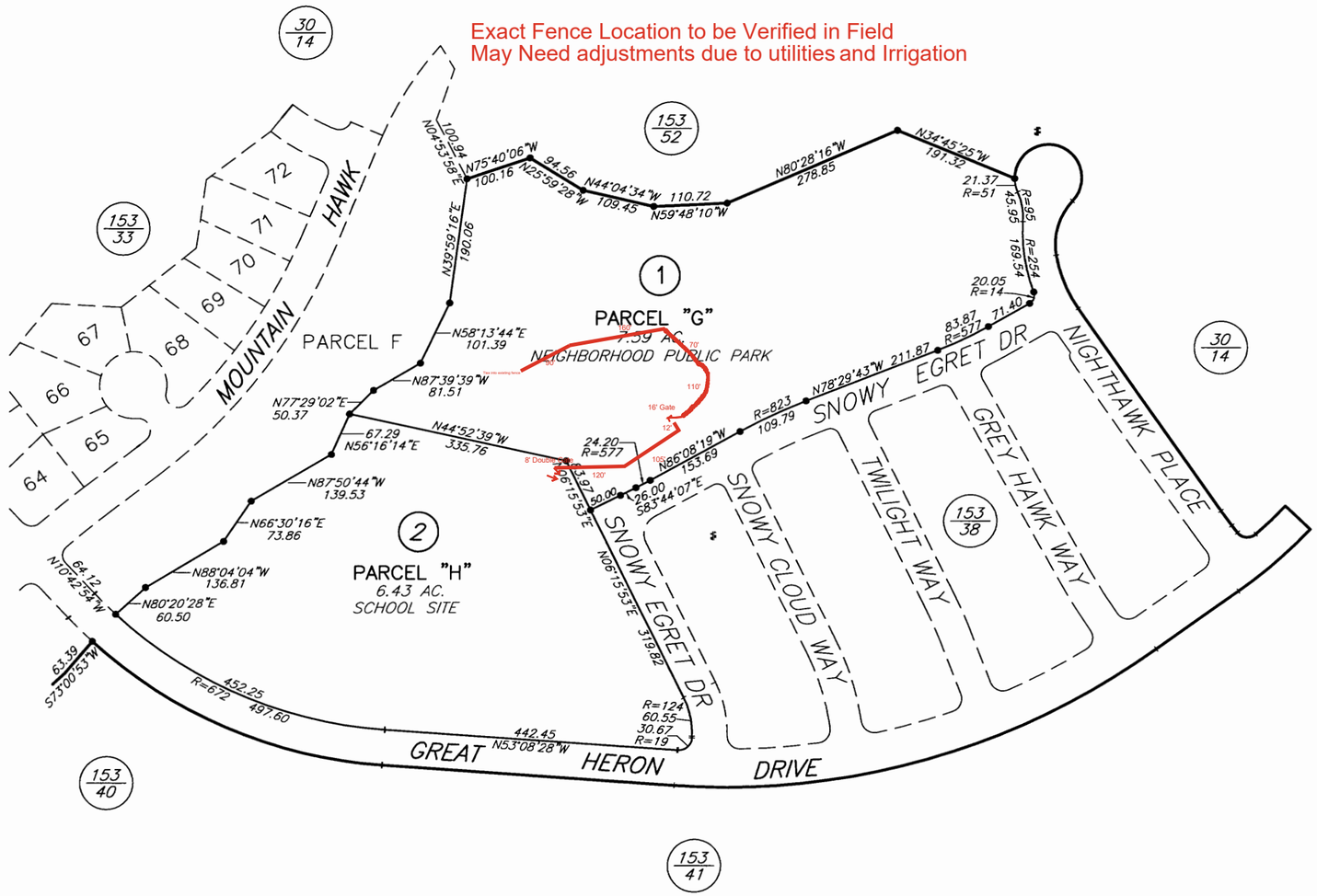
COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA 4-009 153-34

PTN. SKYHAWK UNIT I

REC. 6-23-95 IN BK. 536, MAPS, PGS. 38-46

Exact Fence Location to be Verified in Field
May Need adjustments due to utilities and Irrigation



SCALE: 1"= 200'

REVISED
8-15-96= ~~3~~- RPM
7-31-00=Adj Pg KT

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

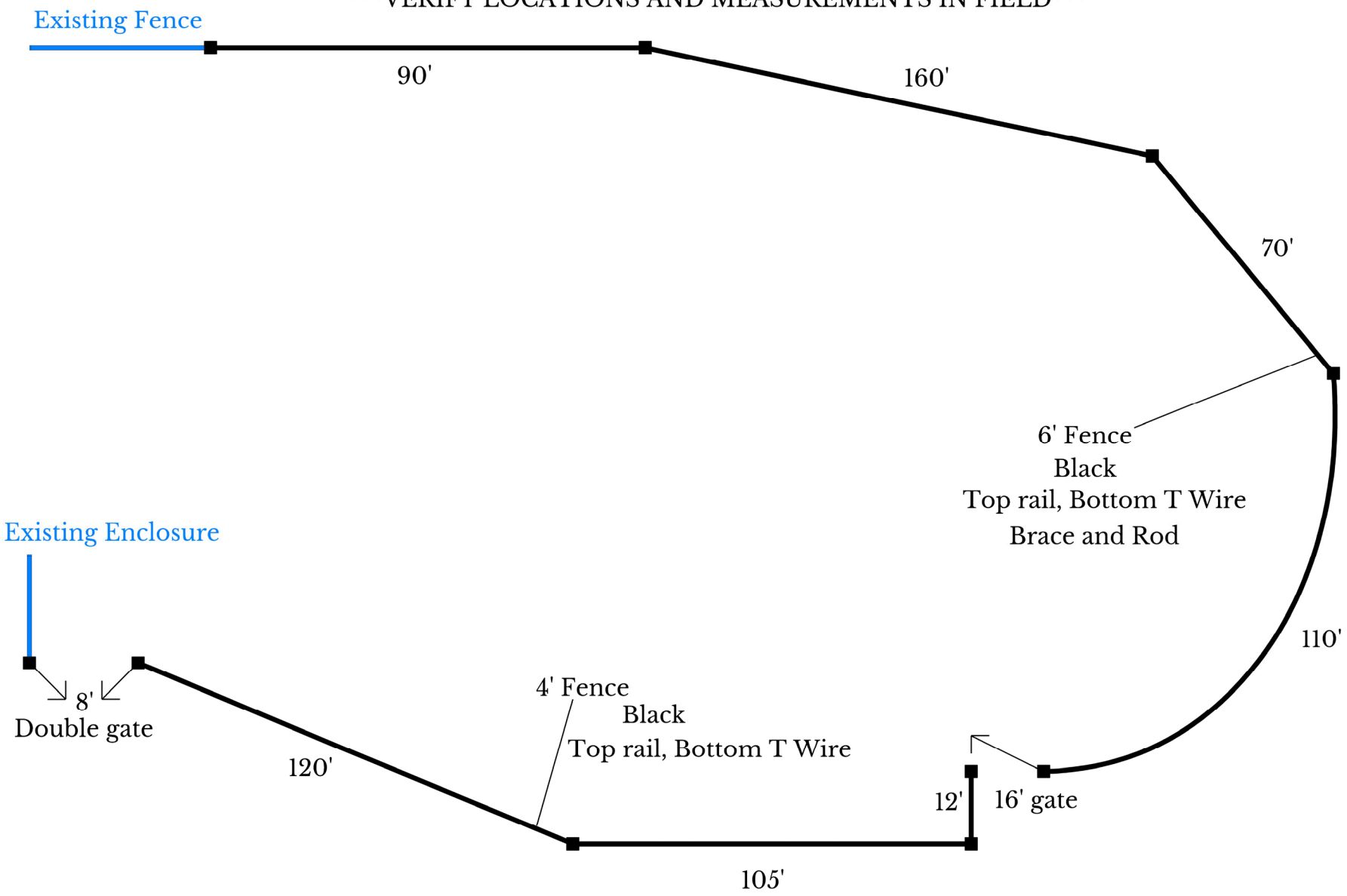
Assessor's Map Bk. 153, Pg. 34
Sonoma County, Calif. (ACAD)
DSK 9-15-95 RPM

HAWK
SKYHAWK CREEK
SKYHAWK PARK
SAILING HAWK AVE
SNOWY EGRET DR
NIGHTHAWK PL
5858
5860
5863
5864
5866
5867
5870
5871
5874
5875
5878
5879
5881
5882
1449
1446
1384
1401
1402
1404
1421
1422
RM-19
RM-15
RM-16
RM-18
RM-17
RM-20
KITCHEN
MPR
MUSIC RM
RM-12
RM-11
City 2022
City 2022
0
50
100ft
1:500

90'
160'
70'
110'
16' Gate
12'
105'
120'
8' Double Gate
Skyhawk Park
Soccer Field 2
1480
1480
Austin Creek
entary School
Recently viewed

Austin Creek Skyhawk Field

VERIFY LOCATIONS AND MEASUREMENTS IN FIELD



NOT TO SCALE

02/11/2025