SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "Agreement") is made effective by and between Claimant, Davis Youth Softball Association, a California nonprofit corporation and youth recreational fastpitch softball league ("DYSA"), and the City of Davis, a municipal corporation (the "City"). DYSA is represented by Legal Aid at Work ("Legal Aid") and the California Women's Law Center ("CWLC"), nonprofit legal services organizations (collectively, "Claimant's Counsel"). DYSA and the City are individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

A. WHEREAS, the City, through the Parks and Community Services Department (the "Department"), provides some youth sports programs and allows certain third-party non-profit youth sports organizations ("Youth Sports Organizations") that serve the community to utilize City facilities, such as park space, fields, and aquatic facilities, including facilities described on Exhibit A;

B. WHEREAS, on October 22, 2020, the City received correspondence from Legal Aid and CWLC on behalf of DYSA regarding the City’s alleged lack of compliance with California Government Code Section 53080, also known as Assembly Bill 2404 or the Fair Play in Community Sports Act ("AB 2404"). AB 2404 prohibits discrimination based on sex or gender in the provision of youth community athletic programs by local governments;

C. WHEREAS, the concerns raised in the October 22, 2020 correspondence are principally based on alleged disparities between the City facilities available for the Davis Little League compared with the City facilities available to DYSA;

D. WHEREAS, the City strives to ensure compliance with AB 2404 so that there is no discrimination against any person on the basis of sex or gender in the operation, conduct, or administration of community youth athletics programs, or in the allocation of parks and recreation facilities and resources that support or enable these programs;

E. WHEREAS, following the City’s receipt of the Correspondence, the City and Claimant’s Counsel worked cooperatively to develop a plan to address the City’s alleged lack of compliance with AB 2404; and

F. WHEREAS, the Parties now desire to settle all issues, claims, and disputes between them arising from or related to the City’s compliance with AB 2404 ("Claims") as outlined in the October 22, 2020 correspondence and other correspondence between the Parties in the 2020, 2021, and 2022.

RELIEF

NOW THEREFORE, in light of the above Recitals, which are incorporated herein, and in consideration of the mutual terms, promises, covenants, and conditions contained herein and for
other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. **Field and Facility Improvements.**

1. The City will provide access to water including a bottle-filler and fountains by June 30, 2022, or as reasonably soon thereafter as possible, at fields identified for improvements in the City’s Capital Improvement Project Plan for fiscal years 21/22 and 22/23 as may be amended (“CIP”), and attached to this Agreement as Exhibit B, including Mace Ranch Park (“MRP”), Slide Hill Park (“SHP”), Community Park, Civic Park, and as funding allows.

2. The City will provide field improvements which may include shaded dugouts and improved spectator seating at fields identified for improvements in the City’s CIP (see Exhibit B), as funding allows.

3. In addition to the improvements discussed in Paragraphs A.1 and A.2 above, the City will authorize DYSA to make necessary and desired field improvements, at DYSA’s sole expense, on City property at the following five (5) fields: MRP North, MRP South, SHP, Community Park A, and Community Park B, subject to the approval process for improvements to City property as described in Exhibit C, and applicable requirements under the Davis Municipal Code, and subject to City approval of location of improvements following a site visit with a DYSA representative. The improvements may include improved storage and dugout improvements, such as shade structures, dugout fence height extensions, and bat racks within dugouts. Improved storage may include installation of one DYSA KNAACK box at Community Park Lit as well as a storage container at Community Park B. All storage containers must be screened comparable to those at MRP and SHP.

4. Subject to the City’s approval process, as described in Exhibit C, and at DYSA’s sole expense except where specifically noted otherwise, the City will consider the following improvements:

   (a) The addition of a multi-use building, which can include a snack bar and storage space at Community Park. The multi-use building shall be used in cooperation with other sports organizations using the fields at Community Park, subject to DYSA’s standard approval process for the sharing of the facility. DYSA shall be responsible for utilities and connections, construction, and long-term maintenance of the new facility.

   (b) The installation of lights at Community Park A (after public outreach and subject to the City’s and the School District’s standard approval process). The City will coordinate in good faith with DYSA to explore funding to offset DYSA’s expenses, including grant funding. The City will be responsible for all electrical repairs and the electrical costs at Community Park A.

The City’s obligation to consider the improvements described in this Paragraph A.4. shall survive the expiration or termination of this Agreement, and shall remain in effect until the date that the City takes final action on the contemplated facility and field improvements.
5. The City will improve restroom facilities at MRP by providing a permanent locking enclosure for two porta potties for DYSA to use. DYSA shall pay for monthly service of the porta potties and be responsible for opening/closing the enclosures.

6. In addition to the improvements discussed above, the City will coordinate with DYSA to install DYSA-funded bleachers on the fields on City property as requested and where appropriate, provided that the bleachers are moveable, may not exceed five rows, and that the bleachers may be used by all patrons of sporting events at the fields. DYSA shall be responsible for replacement of damaged bleachers at DYSA’s sole expense.

7. DYSA shall comply with all applicable requirements regarding constructing and maintaining improvements on public property. Construction of facilities may be subject to prevailing wages.

8. Should DYSA proceed with the installation of any approved improvements contemplated in this Agreement, the City will cooperate and work in good faith with DYSA to facilitate the completion of all such improvements, such as by informing DYSA of necessary permitting and easements required by the City, facilitating setting up utility connections, and assisting with other logistics.

9. All new improvements provided herein shall become property of the City upon completion of installation. The Parties shall enter into a separate agreement to provide DYSA access to the multi-use building at Community Park fields.

10. DYSA shall agree to indemnify, defend, and hold the City harmless as a result of any claim arising from, or related to, an injury arising from DYSA’s improvements to public property approved pursuant to this Agreement or the City’s approval process. The terms of this Paragraph A.10. shall survive the expiration or termination of this Agreement.

11. For purposes of Paragraphs A.1. and A.2 of this Agreement, the phrase “as funding allows” means that the City will use best efforts to fund the facility and field improvements contemplated in the Agreement. If the City asserts it is unable to complete the agreed-upon improvements due to budgetary reasons and/or lack of funding, the City shall make a detailed showing, in writing, of the specific and significant financial burden preventing it from completing the improvements by providing DYSA with copies of the applicable Budget and/or Capital Improvement Project Plan documents related to the improvements and related staff reports. City staff shall also include the following DYSA representatives on City’s electronic distribution list for notice of City Council actions:

   Jennifer Martinez  davissoftballpresident@gmail.com

12. For purposes of Paragraphs A.4. and H.2.(d) of this Agreement, the phrase “consider” means that the City will follow the approval process laid out in Exhibit C.

B. Field Maintenance. The City will maintain (regular watering and mowing, annual aerating and annual replenishment of infield material, and re-disking as required) all softball fields and will provide to Claimant’s Counsel maintenance logs in the monitoring reports (“Reports”)
that will be submitted to Claimant's Counsel three (3) times during the Monitoring Period, as discussed in Paragraph E below. Maintenance logs will provide a mowing schedule and the pre-existing watering schedule for such fields.

C. **Data Collection.** The City will collect data relating to participation opportunities in competitive youth athletic programs, including data relating to the gender of participants, from competitive youth organizations run or hosted by the City as a part of the approved facility use allocation process for facilities, fields, and aquatics. The requirement to provide such data will be incorporated in the City's co-sponsorship agreements and rental applications with any competitive youth sports organizations. No further identifying information (e.g., names, addresses, etc.) will be collected or provided by the City so as to protect privacy.

D. **Athletic Survey.** The City will conduct a routine survey yearly (and at least twice during the Monitoring Period) to assess youth community athletic program participation and interest, including interests of females and males in youth community sports in the City, including, but not limited to, new and emerging sports. Those surveyed will include, but not be limited to, girls, their families, athletic directors, coaches, and the leadership of girls' teams, leagues, and divisions. Legal Aid and CWLC will provide a template survey\(^1\) to the City and will share best practices with the City regarding surveying the community as to girls' sports. The City will endeavor to add competitive youth sports opportunities for girls so as to accommodate the interests of girls and meet the requirements of AB 2404 regarding participation opportunities.

E. **Monitoring.** Monitoring by Legal Aid or CWLC may take place beginning from the full execution of a settlement agreement until two (2) years thereafter ("Monitoring Period"). Monitoring will be conducted at Legal Aid and/or CWLC's sole cost and expense. Upon Legal Aid's or CWLC's request, the City will provide Reports documenting compliance with an executed settlement agreement and AB 2404 three (3) times during the Monitoring Period: on December 1, 2022; on December 1, 2023; and one calendar month before the end of the Monitoring Period. Reports may include all underlying data, documents, photographs, and/or forms to evidence compliance. The City will allow Legal Aid or CWLC to conduct one (1) site visit per year (in calendar years 2022, 2023, and 2024) at Legal Aid's or CWLC's sole cost and expense as determined necessary by Legal Aid or CWLC to review City and Department compliance with the Agreement, including but not limited to softball field improvements.

F. **AB 2404 Training.** The City will conduct annual training regarding AB 2404 (and at least twice during the Monitoring Period) for the Department staff whose job responsibilities involve management of operating, conducting, and/or administrating community youth athletic programs, or the allocation of parks and recreational facilities or resources that support Youth Sports Organizations running community youth athletic programs. The Department will identify individuals who should attend the meetings and will satisfy the training requirement by providing training to individual representatives from the above-mentioned groups. Sign-in sheets will be required at the meetings to evidence the training's occurrence and attendance and will be provided to Legal Aid or CWLC in the Reports. The sign-in sheets will include space for training attendees.

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\(^1\) Model survey: https://bf84de21-0ce6-404c-a176-57ca967c6658.filesusr.com/ugd/93c27b_1124d334ec7f4aad9fda6415c14fd5c.docx?dn=Sample%20Park%20and%20Recreation%20Girls%27%20Sports
to attest that the City has provided the training. The City will inform third-party youth competitive sports provider staff using City facilities of opportunities to receive AB 2404 training and will provide such staff with AB 2404 training materials (to be provided by Claimant’s Counsel and approved by the City). The City will annually obtain signatures from the third-party youth competitive sports provider staff using City facilities attesting that the City has provided them with these training materials. The City will also provide Claimant’s Counsel the name, job title, and contact information for the individual(s) employed by the City who are designated to receive complaints related to AB 2404 compliance and will include such information in any training materials related to AB 2404.

G. **Equal Treatment and Benefits.** The City will ensure gender equity with respect to the following factors applied to youth competitive sports programming run or facilitated by the City, as detailed in AB 2404/California Government Code § 53080, and will detail in its Reports steps taken to assess and ensure gender equity regarding, to the extent applicable in Davis:

1. The provision of moneys, equipment, and supplies;
2. Scheduling of games and practice times;
3. Opportunity to receive coaching;
4. Assignment and compensation of coaches;
5. Access to lands and areas accessed through permitting, leasing, or other land use arrangements, or otherwise accessed through a city, a county, a city and county, or a special district;
6. Selection of the season for a sport;
7. Location of games and practices;
8. Locker rooms;
9. Practice and competitive facilities;
10. Publicity; and
11. Officiating by umpires, referees, or judges who have met training certification standards.

H. **Signage.**

1. The City will review and, if necessary and subject to the review and approval by the City Council, revise the current signage policy to allow DYSA to place sponsor banner signage on the fencing around the two softball fields at Playfields Sports Park located at 2500 Research Drive, Davis, California 95616.
2. The City will permit DYSA to place signs on fields on City property to indicate these fields are home fields for DYSA. The City will allow other promotional material to be displayed at the fields. Specifically:

(a) The City will permit DYSA to install signs on all MRP N, MRP S, SHP, Community Park A and Community Park B fields that indicate that they are the home fields of DYSA Softball. The City acknowledges that DYSA will be allowed to have sponsor verbiage or logo on each field sign, subject to approval by the Department director or designee before installation of such signs.

(b) The City will permit DYSA to install a permanent sign at the intersection of F and 14th Street, mirroring the sign Davis Little League currently has on F Street.

(c) The City will collaborate with DYSA on the design, size, and sitting of permanent signage at F and 14th Street for Community Park, and DYSA will facilitate the production and installation of signs in cooperation with parks staff.

(d) The City will consider placement of a sign at the entrance to MRP on 5th Street subject to approval of design and exact location by the City and DYSA coordination with Explorit Science Center on signage improvements.

(e) DYSA will facilitate the production and installation of signs in cooperation with City staff.

(f) The City will authorize DYSA to hang seasonal promotional programming banners, to be approved by the City so long as the content of such banners is generally consistent with DYSA’s current and previous signage, at the fields located in Community Park, MRP, and SHP.

I. **Field Use and Related Costs.**

1. The City will review and modify, if needed, the fee schedule for fields at Civic Center (6th and B Streets), Community Park (Lit-Softball, Softball A, Softball B), and Playfields Sports Park to ensure softball and baseball have proportionately equitable field access.

2. The City will permit DYSA to use the Community Park Lit softball field when it is not being used by current stakeholders, by including this field in the normal priority softball reservation group that currently includes MRP N, MRP S, SHP, Community Park A and Community Park B.

3. Upon the installation and operation of lights at Community Park A by DYSA pursuant to Paragraph A.4.b, the City will not charge DYSA for athletic field light charges associated with use of lights at Community Park fields, including Community Park A and Community Park Lit, for a period of twenty (20) years. The rights and obligations created by this Paragraph I.3. shall survive the expiration or termination of this Agreement for twenty (20) years after the date of installation of the lights at Community Park A by DYSA.
4. DYSA is a co-sponsored organization and will continue to receive priority registration. After priority registration, reservations must go through the standard reservation process. City will assess the field reservation system to ensure equitable field access.

J. Additional Requirements.

1. The City will perform an inventory of City facilities and resources offered by community youth athletic programs in the City within six (6) months of execution of a settlement agreement to assess whether they are equitably allocated. If any imbalances exist, the City will ensure that such resources, whether they be equipment, supplies, facilities, promotional opportunities, and/or any other factors enumerated in AB 2404 Sections (2) to (12) be allocated substantially equitably between female and male athletes.

2. The City and the Department will develop a Department policy regarding gender equity in youth competitive athletics based on AB 2404 requirements and will post the policy on the City website, as well as in a prominent physical area of the Department that is in view of the public.

3. The City will develop a complaint process, detailing how a member of the public can complain about and have addressed gender inequity in youth competitive athletics, and make it available on the Department website and in a prominent physical area of the Department viewable to the public. The City will provide details confirming compliance with this Paragraph in its Reports to Claimant’s Counsel.

4. The City shall not retaliate against DYSA or any other person or entity for the making of the complaint that is the subject of this Agreement and/or executing or implementing this Agreement.

K. Press Release. The Parties will jointly craft and release a press release related to the settlement, to be approved by mutual consent of all Parties prior to any release, about this Agreement and its terms. The press release is intended to inform the community generally of the outcome of this Agreement and to express the City’s commitment to gender equity in youth competitive athletics under AB 2404. Nothing in this Paragraph is intended to prevent either Party from issuing subsequent separate press releases related to pending field changes/improvements or other actions related to the City’s commitment to gender equity in youth competitive athletics.

L. Attorneys’ Fees. In the interest of resolving this matter, the City will pay Legal Aid at Work and CWLC a total amount of $70,000, to compensate them for their reasonable attorneys’ fees, costs, and expenses incurred in connection with the claims herein. This amount is to be paid within thirty (30) business days of the date of notice of the full execution of the
Agreement. Except as provided otherwise in this Agreement, the Parties shall bear their own attorney’s fees, costs, and expenses incurred in connection with the claims.

M. **Effective Date.** Effective Date of Agreement/Duration of Agreement. This Agreement will become effective upon the last date of signature of City and DYSA and will continue in full force and effect for two (2) years after that date.

N. **Dispute Resolution.** In the event of any dispute arising out of or related to this Agreement (a “Dispute”), including but not limited to provision of the Reports required herein or any delay by or failure of the City to approve of or fund the anticipated improvements set forth in Paragraph A, the Parties hereby agree to the following Dispute Resolution Process:

1. **Meet and Confer.** The Parties shall initially attempt to informally settle such Dispute by meeting and conferring in a good faith attempt to resolve the Dispute. Within fourteen (14) days of any written notification by DYSA to the City Attorney, City Manager, and Director of Parks and Community Services, of such a Dispute, the Parties’ representatives shall meet and confer in good faith to resolve the Dispute and shall engage in subsequent meetings in good faith, subject to the timing set forth herein. The serving DYSA Board President and the Director of Parks and Community Services shall be the principal representatives of DYSA and the City, respectively, and shall attend any meet and confer sessions called pursuant to this Section, unless the Parties mutually agree to designate different principal representatives.

2. **Mediation.** If the Parties are unable to resolve a Dispute through the meet and confer process within sixty (60) days of first meeting and conferring or another time frame as agreed upon by the Parties, the Parties hereby agree to submit such Dispute to a one-day, non-binding mediation before a single neutral mediator (the “Mediator”). The Mediator shall be selected by mutual agreement of the Parties. The mediation shall commence within thirty (30) days of the selection of the Mediator and take place within Yolo County unless both Parties agree to an alternative location. The City agrees to bear the administrative costs of conducting the mediation.

3. **Court Action.** In the event that a Dispute is not resolved through the meet and confer or mediation process, DYSA reserves the right to commence a court action to enforce the terms of this Agreement. The prevailing party shall be entitled to reasonable attorneys’ fees and costs in connection with any court action brought pursuant to this Agreement.

O. **Release of Claims.** Upon final City approval of the Field and Facility Improvements referenced in this Agreement at paragraphs A and H and issuance of all necessary City permits for the construction of the improvements, Claimants, for themselves, their assigns, administrators, trustees and successors—in-interest, do hereby release and absolutely discharge the City of Davis, and its respective officials, council members, officers, partners, agents, employees, volunteers, attorneys, insurers, assigns and successors-in-interest from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions, causes, and causes of action of whatever kind, at law or in equity, known or unknown, suspected or unsuspected, which Claimants have had or may have up to the date of signing this agreement arising out of, in connection with, or by reason of any act, omission, matter, cause or
thing whatsoever arising out of or relating to the Claims referred to in paragraph F of the Recitals above.

1. The Parties intend and agree that this Release shall be subject to, governed by, enforced and construed pursuant to the laws of the State of California.

2. The Parties hereby expressly waive the provisions of Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

3. Claimants acknowledge that prior to executing this Release, they had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this Release and to consult with legal counsel.

P. **Miscellaneous.**

1. For the purposes of resolving any ambiguities that may later arise in interpreting this Agreement, neither Party will be deemed to have drafted this Agreement such that neither Party will be entitled to have any terms of this Agreement construed in its favor by default.

2. The Parties agree that the terms, conditions, and provisions of this Agreement are binding upon, and shall inure to the benefit of, all assigns and successors of each of the Parties hereto.

3. The Parties each represent and warrant that the individuals signing below are duly authorized to bind their respective principals to the terms of this Agreement. The individuals signing below also represent and warrant that they have obtained all necessary approvals and have the authority to bind their respective principals to the terms of this Agreement.

4. The Parties represent and warrant that they have not assigned or transferred (voluntarily, involuntary, or by operation of law), to any person or entity, any right, title or interest in any claim released and discharged herein.

5. The Parties represent that they have consulted legal counsel prior to the execution of this Agreement and have executed this Agreement with full knowledge of its meaning and effect.

6. This Agreement constitutes the entire and only agreement between the Parties with references to the subject matter hereof and supersedes any prior agreement, oral or written, with respect thereto. The Parties further agree that no representation, warranty, agreement, or covenant has been made with regard to this Agreement, except as expressly recited herein and that in entering into this Agreement, no Party is relying upon any representation, warranty, agreement, or covenant not expressly set forth herein.
7. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same Agreement. Electronic signatures will have the same force and effect as original signatures.

The Parties have read and fully understand the provisions of this Agreement. The Parties acknowledge their agreement hereto as evidenced by their signatures on the dates set forth below.

Dated: 8/31, 2022

CITY OF DAVIS

By: [Signature]

Its: City Manager

Attested by: [Signature]

Dated: 08/31/2022

By: [Signature]

City Clerk

Dated: 23Aug, 2022

DAVIS YOUTH SOFTBALL ASSOCIATION

By: [Signature]

Jennifer Martinez

Its: President of Davis Youth Softball Association

Approved as to form:

Dated: August 29, 2022

CITY ATTORNEY

By: [Signature]

Dated: August 23, 2022

LEGAL AID AT WORK

By: [Signature]

Elizabeth Kristen

Its: Counsel for Claimants
EXHIBIT A
City Facilities
(Attached)
Community Park – 203 E. 14th St., Davis, CA 95616

- Community Park - Lit (lighted) Softball field
- Community Park - A Softball field
- Community Park - B Softball field
Mace Ranch Park – 3141 Fifth St., Davis CA 95616

- North ballfield
- South ballfield
Slide Hill Park – 1525 Tulip Lane, Davis CA 95616

• Softball field
Playfields Sports Park - 2500 Research Drive, Davis, CA 95616

- Lighted softball field
Civic Park - 6th & B Streets, Davis, CA 95616

- Multi-use field
EXHIBIT B
Capital Improvement Project Plan - Fiscal Years 21/22 and 22/23 - Sports Field Improvements
(Attached)
The City of Davis aims to improve amenities at and near sports fields, particularly where youth play. These amenities may include drinking fountains, improved spectator seating, new or improved lighting of fields, and shaded dugouts. Amenity improvements will prioritize and promote equity.

**FY 2021-22:**
- Civic Field - 599 B Street ($40,000)
- Community Park - 1405 F Street ($40,000)
- Mace Ranch Park - 3030 Loyola Drive ($25,000)
- Playfields Sports Park - 2500 Research Drive ($75,000)

**FY 2022-23:**
- Civic Field - 599 B Street ($65,000)
- Community Park - 1405 F Street ($65,000)
- Mace Ranch Park - 3030 Loyola Drive ($25,000)
- Playfields Sports Park - 2500 Research Drive ($25,000)

**FY 2023-24:**
- Neighborhood Parks - misc. field improvements & water fountain replacements ($50,000)
### Project Name:
Sports Field Improvements

**Requested By:**
PCS

**CIP Project Number:**
PC0002

**Dept/Div:**
Parks

**CIP Project Number:**
PC0002

**Requested By:**
PCS/ Parks

**Project Manager:**
Christine Helweg/Tule Sumersillc

**Engineering Project Manager:**
Diana Jensen

**Last Revision Date:**
4/5/2021

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**Funding Sources:**

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**Grand Total**

**$199,800**

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**Funding Overview and 5-Year Plan**

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<td>Development Deferred Impv. Parks (483)</td>
<td>$0</td>
<td>$0</td>
<td>$200,000</td>
<td>$200,000</td>
<td>$120,000</td>
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<tr>
<td>Total</td>
<td>$0</td>
<td>$0</td>
<td>$400,000</td>
<td>$400,000</td>
<td>$260,000</td>
<td>$260,000</td>
<td>$260,000</td>
</tr>
</tbody>
</table>

**Operating Budget Impact:**

Timely replacement and rehabilitation of these park amenities will reduce and/or prevent costly repairs in the future.
DYSA shall submit a complete application for each proposed improvement or structure on City-owned Property* to the City’s DYSA Liaison (“Liaison”), which shall be the Director of Parks and Community Services (“Director”) or another City staff member appointed by the Director and agreed upon by DYSA.

A complete application shall include: a description of the proposed improvements, a drawing of the proposed improvements, architectural plans of any proposed structures, and any other documentation requested by the Liaison or Parks and Community Services Department (“Department”) staff. The Liaison will review the application and meet with DYSA to share staff recommendations. The parties will collaborate in good faith to develop a proposal that City staff can recommend for approval; however, DYSA understands that the City cannot commit to recommend approval of a future project and that such recommendations are within the sole discretion of City staff. DYSA reserves the right to forward an application to the Recreation and Park Commission (“Commission”) and City Council whether or not staff recommends approval of the application.

Once DYSA’s application is complete, Department staff will forward the application and the proposed improvements, with staff’s recommendations, to the Commission for review and recommendation to the City Council. Pursuant to City Council Resolution No. 06-184, Series 2006, establishing the Commission, the duties of the Commission include (1) advising the City Council on matters pertaining to public recreation and park planning, (2) reviewing the annual budgets for park and recreation programs, and (3) providing recommendations on public art projects as they relate to the design or theme of a park. Prior to the date of the Commission’s meeting to consider the proposed field improvements, DYSA shall provide and/or mail notice of the proposed improvements and the Commission’s meeting date in accordance with the Noticing Guidelines and Standards for Impacts to Parks (“Noticing Guidelines”) adopted by the City Council on April 20, 2006. A copy of the Noticing Guidelines may be obtained from the Liaison or Department. Department staff will provide DYSA with a copy of the Commission staff report concerning the proposed field improvements no later than seventy-two (72) hours prior to the Commission’s meeting date. DYSA agrees to attend the Commission meeting and speak in support of DYSA’s proposed improvements.

The Commission will make and forward a recommendation on the proposed improvements to the City Council. Department staff will provide DYSA with a copy of the City Council staff report concerning the proposed improvements no later than seventy-two (72) hours prior to the Council’s meeting date. DYSA agrees to attend the Council meeting and speak in support of their proposed improvements.

DYSA shall contact the Liaison for additional information and assistance concerning this process.

*The processes described above pertain to improvements proposed on City-owned property. DYSA shall consult with the School District regarding its standard approval process for improvements DYSA desires to make to District-owned property.