



February 1, 2024

Sharon Nakatani, Board President
Mill Valley School District
411 Sycamore Avenue
Mill Valley, CA 94941

Dear Board President Nakatani,

I am writing to address my concerns related to the proposal to place the new Middle School campus on any portion of Friends Field, and the potential impact on the community, including the Mill Valley Community Center. I believe it is crucial to revisit our collaborative history, understand the current situation, and explore viable solutions for the benefit of our community.

Understanding the importance of our ongoing collaboration between agencies, in 2019, former City Manager Jim McCann, former Recreation Director Jenny Rogers, former Superintendent Kimberly Berman, and current Assistant Superintendent Michele Rollins engaged in drafting a Joint Use Agreement to formalize and provide clarity on the City's responsibilities in programming, using, and maintaining District property, including Friends Field. See attached and refer to Exhibit C and D. Unfortunately, despite five years of discussion, negotiations, and numerous public meetings at the Parks and Recreation Commission, the revised use agreement between the City and District was not finalized.

History:

Since the 1960s, the City and the District have shared a long history of cooperation, utilizing the land around the Middle School and Community Center for the community's benefit. Collaborative efforts between the City and District led to the optimal placement of the new Middle School, with the City agreeing to swap what is now the Public Safety Building site, then owned by the District, with the current site on Sycamore Ave. This swap was beneficial to the school as it made it closer to neighborhoods and increased the ability for children to walk and bike to school.

The District's property, now known as Friends Field, was a former landfill that was converted to a grass playing field. The District struggled to pay the high costs of maintaining the field, leading to an agreement that the City would renovate the field and charge fees for afternoon and weekend use to support field maintenance and upkeep. The initial renovation cost the City around \$1 million, and over the years the City has dedicated substantial funds from its own budget, along with those raised by the Friends of Fields and user fees, all for the benefit of the field. In all, the City estimates that it has contributed over \$3.5 million for repairs and maintenance, including a significant renovation in 2019.

The history and significance of Friends Field are intertwined with the adjacent Community Center, which was constructed with a combination of public and private funds. It was built at a cost of \$12.8 million in 1997 (equivalent to \$25 million today), with \$6 million (\$11.7 million today) from community donations. Community members involved in the fundraising effort shared stories of hundreds of children who brought their piggy banks to contribute to this cherished community asset.

Current Use and Impact of Proposal:

The Mill Valley Community Center was meticulously designed not as a standalone building but to seamlessly integrate with the pool, playing fields, and the neighboring Middle School and The Redwoods. The Center's design blends into the surrounding environment, with buildings oriented to form a crescent facing the open space of Friends Field.

Friends Field plays a crucial role in our community, acting as a scenic venue for sports, entertainment, and various community gatherings. Serving as a central hub for local youth and supporting organizations such as Mill Valley Soccer Club, Southern Marin Lacrosse, Mill Valley Little League, Southern Marin Youth Football, and Mill Valley Girls Softball, the field fosters community engagement. With over 2,500 registered participants in youth sports organizations using Mill Valley's athletic fields, Friends Field also hosts City-sponsored events, drawing in hundreds of families. Notably, the Mill Valley Music Festival attracts 5,000 attendees per day over a two-day festival, while the KIDDO Memorial Day Carnival sees thousands of participants over the Memorial Day weekend.

Friends Field provides dynamic usage for a wide range of sports and activities, with quick drainage after adverse weather, a large parking lot for safe drop-off and pick-up of players, wide accessibility, and access to outdoor restrooms. Its adjacency to the Community Center is a vital element in the area's success. Placing the new school campus on Friends Field would have a considerable impact on the Community Center and would significantly alter its function and financial viability.

Conclusion:

While the City and District function independently, each with its administration, board, and tax revenue, we have consistently collaborated. Mill Valley is a unified town, and its beauty and success stem from the enduring partnership between the City and the District. Continuing this partnership maintains a tradition of working together for the common good. Our aim is to uphold this long history of collaboration for the benefit of the community, ensuring its continuation into the future and for generations to come.

We have diligently worked for many months to offer the District assistance in exploring alternative solutions to address the challenges your team is facing with the renovation project. We extend an offer to continue working together to find a workable solution to the renovation project and challenges.

Sincerely,



Todd Cusimano
City Manager

FW: Joint use of facilities agreement

Todd Cusimano <tcusimano@cityofmillvalley.org>

Thu 2/1/2024 9:27 AM

To:Linn Walsh <lwalsh@cityofmillvalley.org>

 1 attachments (47 KB)

10 4 19 MVSD-City Joint Use Agreement final from 2 19.docx;

From: Jim McCann <jmccann@cityofmillvalley.org>
Sent: Tuesday, October 22, 2019 5:32 PM
To: Kimberly Berman <kberman@mvschools.org>
Cc: Michele Rollins <mrollins@mvschools.org>; Linn Walsh <lwalsh@cityofmillvalley.org>; Kelsey Rogers <krogers@cityofmillvalley.org>
Subject: joint use of facilities agreement

Hi Kimberley-

I believe that Kelsey and Serena are working on setting up meetings for us (our liaison meeting, a joint Board and Council meeting and the regular meeting for you and me). Good.

As you know, we'd like to discuss the crafting of questions for the survey of likely voters regarding opportunities for shared facility or common infrastructure improvements.

Another topic that I've mentioned to you is getting the long-lingering agreement for joint use of facilities executed. I shared that the City and District do not have this basic agreement in place even though we share each other's facilities and the City makes substantial improvement to fields and performs regular maintenance of them.

We've worked on an agreement over the past years, but have been unable to get it wrapped up. I became more involved in this topic earlier year and discussed the agreement with Raquel Rose while she was in her interim capacity. Attached is the final version of the document that my staff and District staff had worked on with simplifications to reflect thoughts and concerns we heard along the way.

Please take a look at this and let's see if we can get this wrapped up in coming months.

Thank you.

-Jim

Jim McCann
City Manager
City of Mill Valley
415-388-4033
jmccann@cityofmillvalley.org

1 **AGREEMENT BY AND BETWEEN CITY OF MILL VALLEY AND THE MILL**
2 **VALLEY SCHOOL DISTRICT FOR JOINT USE OF FACILITIES**

3
4 THIS AGREEMENT (“Agreement”) is made and entered into as of [REDACTED], 2019, by
5 and between the Mill Valley School District (“District”), and the City of Mill Valley (“City”).
6

7 **RECITALS**

8
9 **WHEREAS**, the Community Recreation Act (California Education Code sections 10900
10 - 10914.5) authorizes school districts and cities to organize, promote, and conduct community
11 recreation programs and activities to promote the health and general welfare of the community;
12 and
13

14 **WHEREAS**, the California Civic Center Law (California Education Code sections
15 38130-38138) establishes a civic center at every school for use by citizens for a variety of pur-
16 poses, including recreation; and
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18 **WHEREAS**, the City is the owner of certain real property located in the City’s bounda-
19 ries, including facilities and active use areas that are capable of being used by the District for
20 educational purposes; and
21

22 **WHEREAS**, the District is the owner of real property in the City, including facilities and
23 active use areas that are capable of being used by the City for community purposes; and
24

25 **WHEREAS**, under appropriate circumstances, these publicly owned lands and facilities
26 should be utilized most efficiently to maximize use and increase recreational and educational op-
27 portunities for the community; and
28

29 **WHEREAS**, California Education Code section 10905 authorizes the governing bodies
30 to enter into agreements with each other to promote the health and general welfare of the com-
31 munity and to enhance the recreational opportunities afforded to the community; and
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33 **WHEREAS**, the governing bodies of the District and City, mutually interested in a quali-
34 ty program of education and community recreation for all citizens of the community, desire to
35 enter into an agreement for the use of certain City Property and District Property for education
36 and community recreation purposes to assure maximum and coordinated public use of these fa-
37 cilities; and
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39 **NOW, THEREFORE**, the City and the District agree as follows:
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41 **1. Term.** This Agreement shall commence on the date of this Agreement and will continue,
42 unless terminated earlier, as provided in Section 14 .
43

44
45 **2. Cooperative Agreement for Use of Facilities**
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47 **a.** The City agrees to allow the District to use the City Property listed in Exhibit A for Dis-
48 trict recreation and educational programs (“District Programs”) without charge provided

49 that the City Property is not being used for scheduled City activities so long as such use
50 does not have a significant detrimental impact on City Property or City operations or in-
51 terfere with the City’s provision of programs, activities or events.
52

53 **b.** The District agrees to allow the City to use the District Property listed in Exhibit B, for
54 City educational and recreation programs (“City Programs”) listed in Exhibit C without
55 charge, including programs undertaken or performed by or through City contractors, dur-
56 ing the hours that the District Property is not being used for scheduled District activities
57 so long as such use does not have a significant detrimental impact on District Property or
58 interfere with the District’s provision of school-related activities or operations.
59

60
61 **c.** It is understood and agreed that the auxiliary facilities and fixed equipment, such as re-
62 strooms, parking lots, bleacher seats, and other non-expendable equipment designed for
63 use in connection with the City Property and District Property, respectively, shall be in-
64 cluded as part of this Agreement.
65

66 **d.** The City and the District shall have the right to add or exclude properties during the term
67 of this Agreement, provided that any such change shall be in writing and mutually agreed
68 upon by both the City and the District.
69

70 **e. Definitions.** As used in this Agreement:

- 71 ○ “City Programs” shall include use of property by City contractors, volunteers, or
72 independent contractors.
73
- 74 ○ “Owner” shall mean the party to this Agreement that owns a particular property
75 and/or facility covered by this Agreement, and “User” shall mean the other party
76 using the Owner’s property and/or facility under the terms of this Agreement.
77
- 78 ○ “Public Access Hours” shall mean the hours during which the City or District
79 use each party’s Property.
80

81
82
83 **3. Compliance with Law**
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85 **a.** All use of City and District Property shall be in accordance with state and local law. In
86 the case of a conflict between the terms of this Agreement and the requirements of state
87 law, the state law shall govern. Any actions taken by the City or the District that are re-
88 quired by state law, but are inconsistent with the terms of this Agreement shall not be
89 construed to be a breach or default of this Agreement.
90

91 **4. Communication**
92

93 **a. Designation of Employees.** The City and the District shall each designate an employee
94 with whom the other party, or any authorized agent of the party, may confer regarding the
95 terms of this Agreement.
96

97 **b. Joint Use Team.** The City and the District shall establish a Joint Use Team, composed
98 of equal numbers of staff representatives of the District and the City, to develop the Mas-
99 ter Schedule for use of District and City Property, to recommend rules, regulations and/or
100 policies for the joint use of facilities, to address any concerns, conflicts or needs related
101 to use of the facilities, and to monitor and evaluate the implementation of this Agreement.
102 The Joint Use Team shall meet and establish the above rules, regulations, and/or policies
103 within [REDACTED] days of the execution of this Agreement.

104
105 i The Joint Use Team shall hold conference calls or meetings as needed to discuss any
106 concerns, conflicts or needs during the term of the Agreement. If the Joint Use Team
107 is unable to reach a solution on a particular matter, it will be referred to the City’s
108 Manager and the District’s Superintendent, or their designees, for resolution.

109
110 ii The Joint Use Team shall review the Agreement at least annually or at such other
111 times as mutually agreed upon by the City and District, to evaluate the implementa-
112 tion of this Agreement, set the Master Schedule, evaluate the status and condition of
113 jointly used properties, and to propose amendments to this Agreement.

114 115 116 **5. Scheduling Use of Property**

117
118
119 **a. Scheduling of City Property.** The City shall have the responsibility for scheduling the
120 use of City Property by third parties when the City and the District are not using the
121 Property. The use of City facilities shall be in accordance with the most recent regular
122 procedures of the City for granting permits for the use of city facilities, as set forth in the
123 City's policy [REDACTED], attached hereto as Exhibit [REDACTED] and incorporated herein by
124 reference, as it may be amended from time to time, or as otherwise provided by this
125 Agreement.

126
127 **b. Scheduling of District Property.** The City shall be responsible for scheduling City Pro-
128 grams carried out by third parties held on District Property. For such programs that are
129 not City Programs, any program by a third party that is not sponsored by the City who
130 seeks to use District Property may do so subject to the District's written approval. The
131 use of District facilities shall be in accordance with the most recent regular procedures of
132 the District for granting permits for the use of school facilities, as set forth in the Dis-
133 trict’s policy [REDACTED], attached hereto as Exhibit [REDACTED] and incorporated herein by
134 reference, as it may be amended from time to time, or as otherwise provided by this
135 Agreement.

136 137 138 **6. Improvements**

139
140 **a.** The District shall obtain prior written consent of the City to make any alterations, addi-
141 tions, or improvements to City Property; the City shall obtain prior written consent of the
142 District to make any alterations, additions, or improvements to District Property.

- 144 **b.** Any such alterations, additions, or improvements will be at the expense of the requesting
145 party, unless otherwise agreed upon.
146
- 147 **c.** Each Party may, for good cause, require the demolition or removal of any alterations, ad-
148 ditions, or improvements made by the other party at the expiration or termination of this
149 Agreement. “Good cause” includes reasons of health or safety, or the District’s need to
150 use the District Property for educational purposes, or the City’s need to use City Property
151 for municipal purposes.
152

153 **7. Supervision, Security, Inspections, and Waivers**

154

- 155 **a. Supervision and Enforcement.** Each User shall train and provide an adequate number
156 of competent personnel to supervise all activities on the Owner’s Property. The Users ac-
157 tivities on Owner’s Property shall be conducted in accordance with the rules, regulations,
158 and policies specified by the Owner. The User shall enforce all of the Owner’s rules,
159 regulations, and policies while supervising activities or programs on the Owner’s Proper-
160 ty.
161
- 162 **b. Security.** The Owner shall provide the User with access to the Owner’s Property. The
163 Owner will provide keys, security cards, and training as needed to the User’s employee(s)
164 responsible for opening and locking the Owner’s Property while supervising activities or
165 programs.
166
- 167 **c. Inspection and Notification.** The User shall inspect the Owner’s Property after use to
168 ensure that these sites are returned in the condition they were received. The User shall en-
169 sure that the Owner is notified within one (1) day in the event that Owner’s Property
170 suffers damage during User’s use. Such notification shall consist of sending written noti-
171 fication by letter, facsimile, or email to the Owner’s designated employee identifying the
172 damaged property, date of detection, name of inspector, description of damage, and esti-
173 mated or fixed costs of repair or property replacement.
174
- 175 **d. Waivers.** The User shall require that all third parties using the Owner’s property agree to
176 indemnify and hold harmless the Owner for any personal injury or property damage sus-
177 tained while participating in User’s Programs on Owner’s Property.
178

- 179 **8. Personnel, Equipment and Supplies.** The User shall furnish and supply all personnel,
180 equipment, and supplies necessary to carry out the User’s programs held on the Owner’s
181 Property.
182

183 **9. Maintenance, Custodial Services and Facilities**

184

- 185 **a. Maintenance.** The User agrees to exercise due care in the use of the Owner’s Property.
186 The User shall during the time of its use keep the Owner’s Property in neat order.
187

188 The Owner shall at all times be responsible for all irrigation, routine maintenance and re-
189 pair and costs for the Owner’s Property, facilities and equipment, subject to normal wear
190 and tear. Notwithstanding the foregoing, the User shall be responsible for damage caused

191 by, and for non-routine maintenance necessitated by the User's use of the Owner's facili-
192 ties in accordance with Section 11, below.

193
194 However, the City agrees to maintain the Alto and Friends playing fields, including the
195 irrigation and drainage systems and turf around the field perimeter and fences; provided
196 however, the District retains responsibility for maintenance of District indoor property,
197 ancillary facilities, playgrounds, and blacktop active use areas at the Alto and Friends
198 playing fields, and the District shall remain responsible for any damage caused by the
199 District's use of the playing fields. The City agrees to perform minor maintenance ser-
200 vices to the Skate Park. The Maintenance Scope of Services and responsibilities of each
201 party is further defined in Exhibit D. Each party shall notify the other of any known
202 change in condition of such facilities.

203
204 **b. Custodial.** The Owner shall make its trash receptacles available during the User's use of
205 Owner's Property. The User shall encourage community users to dispose of trash in the
206 trash receptacles during public access hours.

207
208 **10. Parking.** During public access hours, the Parties shall make available for public parking the
209 parking facilities appurtenant to the facilities listed in Exhibits A and B.

210
211 **11. Restitution and Repair.** The User shall be wholly responsible for funding the full replace-
212 ment cost or remediation of any and all damage or vandalism to the Owner's Property during
213 the User's use of that Property.

214
215 **a. Inspection and Notification.** The User shall, through its designated employee, inspect
216 and notify the Owner, of any damage, as described above in subsection 7(c).

217
218 **b. Repairs.** Except as mutually agreed, the User shall not cause repairs to be made for any
219 property, facility, building, or item of equipment of the Owner. The Owner agrees to
220 make such repairs within the estimated and/or fixed costs agreed upon.

221
222 **c. Reimbursement Procedure.** The Owner shall send an invoice to the User's designated
223 employee within five days of completion of repairs or replacement of damaged Property.
224 The invoice shall itemize all work hours, equipment, and materials with cost rates as ap-
225 plied to the repair work. The User shall reimburse the Owner within 30 days from receipt
226 of such invoice.

227 **12. Liability and Indemnification**

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229
230 **a.** The City shall defend, indemnify, and hold the District, its officers, employees and
231 agents, harmless from and against any and all liability, loss, expense, attorneys' fees or
232 claims for injury or damages, arising out of the performance of this Agreement, but only
233 in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims
234 for injury are caused by or result from the negligent or intentional acts or omissions of the
235 City, its officers, agents or employees.

236
237 **b.** The District shall defend, indemnify, and hold the City, its officers, employees and
238 agents, harmless from and against any and all liability, loss, expense, attorneys' fees or

239 claims for injury or damages, arising out of the performance of this Agreement, but only
240 in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims
241 for injury are caused by or result from the negligent or intentional acts or omissions of the
242 District, its officers, agents or employees.

- 243
244 c. The provisions of subsections (a) and (b) of this Section shall survive termination of this
245 Agreement as to actions, claims, liabilities or damages arising from events occurring pri-
246 or to such termination.

247
248 **13. Insurance.** The District and the City agree to provide the following insurance in connection
249 with this Agreement.

- 250
251 a. Commercial General Liability for bodily injury and property damage, including Personal
252 Injury and Blanket Contractual, with limits of [REDACTED] per occurrence
253 [REDACTED] aggregate.
254
255 b. Workers' Compensation. Workers' compensation coverage, as required by
256 _____ [state law].
257
258 c. _____ [Other types of insurance required].
259
260 d. Documentation of Insurance. The District and the City shall provide to each other a cer-
261 tificate of insurance each year this Agreement is in effect showing proof of the above
262 coverage. In the event the District or the City is self-insured for the above coverage, such
263 agency shall provide a letter stating its agreement to provide coverage for any claims re-
264 sulting from its negligence in connection with joint use facilities in the above amounts.

265
266 **14. Termination**

- 267
268 a. This Agreement may be terminated at any time for any reason, provided that nine (9)
269 months prior written notice shall be given to the other Party.
270
271 b. This Agreement may be terminated immediately for cause upon sixty [60] days written
272 notice for material breach of any provision of this Agreement. The breaching Party shall
273 have thirty [30] days from receipt of the notice to correct such breach; provided, howev-
274 er, that if the nature of the breach is such that more than [30] days are reasonably required
275 for its cure, then the breaching party shall have sufficient time to cure the breach if it has
276 commenced, and is diligently prosecuting, such cure.

277
278 **15. Force Majeure.** Neither party shall be responsible for delays or failures in performance re-
279 sulting from acts beyond the control of the offending party. Such acts shall include, but not
280 be limited to, acts of God, fire, flood, earthquake, or other natural disaster, strike, lockout, ri-
281 ot, freight embargo, or government statutes or regulations superimposed after the fact.

282
283 **16. No Assignment of Rights.** No rights which the District or City has under this Agreement
284 may be assigned to any other person or entity without prior written approval of the other par-
285 ty. Any such transfer or assignment made in violation of this Section shall be void.

287 **17. Entire Agreement.** This Agreement constitutes the entire understanding between the parties
288 with respect to the subject matter and supersedes any prior negotiations, representations,
289 agreements, and understandings.

290
291 **18. Amendments.** This Agreement may not be modified, nor may compliance with any of its
292 terms be waived, except by written instrument executed and approved in the same manner as
293 this Agreement.

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295
296
297
298

“City:”

“District:”

Jim McCann
City Manager
City of Mill Valley

Raquel Rose
Interim Superintendent
Mill Valley School District

James C. McCann
City Manager

Raquel Rose
Interim Superintendent

Date: _____

Date: _____

Approved as to from:

299
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City Attorney
Greg Stepanicich

District Counsel

Date: _____

Date: _____

EXHIBIT A
("City Property")

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The Agreement includes City owned facilities, fields, parks and open spaces including, but not limited to:

- Bayfront Park
- Blithedale Park
- Boyle Park
- Cascade Park
- City Hall
- The Community Center including the Aquatics and Fitness Facilities
- The Community Garden
- The Downtown Plaza
- Ernest Bloch Memorial Park
- Freeman Park
- The Golf Course and Clubhouse
- Hauke Park
- The Library
- Miller Grove
- Old Mill Park
- Park Terrace
- Scott Highlands Park
- Sycamore Park

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EXHIBIT B
("District Property")

The District Property subject to reciprocal use as part of this Joint Use Agreement includes District owned and operated school facilities, gymnasiums, and fields, which includes, but is not limited to the following:

- Edna Maguire Elementary School
- Mill Valley Middle School
- Old Mill School
- Park Elementary School
- Strawberry Point School
- Tamalpais Valley School

00246-00005/3352873.1

348 EXHIBIT C

349 (“Current Programs and Uses”)

350 Current City Programs and Uses of District Property include, but are not limited to:

- 351
- 352
- 353
- 354 • Enrichment After School programs which consist of educational and recreational
355 classes and camps held on weekdays after school hours during the school year on
356 District Property.
 - 357 • Management and programming of the Alto and Friends Fields after school hours
358 and on weekends during the school year, and all day on weekdays and weekends
359 during school breaks (summer vacation, spring and winter breaks, and other
360 school holidays).
361
- 362

363 The current City Programs and uses listed herein shall not be construed as limiting the
364 City’s use of District Property. The City and the District may agree to additional or dif-
365 ferent programs or uses in accordance with Section 5.
366
367

368 **EXHIBIT D**
369 **(“Maintenance Scope of Services”)**
370

371
372 The City (User) shall perform the following services in acceptance with industry standards:
373

374 Alto and Friends Playing Fields:
375

- 376 • Routine mowing of grass
- 377 • Minor patching of damaged sod
- 378 • Minor irrigation repairs
- 379 • Fertilization of playing service in compliance with the City’s Integrated Pest Manage-
380 ment Policy up to six times per year
- 381 • Aeration, over-seeding and top dressing up to two times per year
- 382 • General infield maintenance and minor repair
- 383 • Attempt to trap moles, gophers and similar rodents
- 384 • Provide custodial services at the Alto restroom
- 385 • Trash can pickup up to four times per week

386
387 Skate Park:
388

- 389 • Quarterly safety check of fencing and skatepark features
- 390 • Quarterly litter pick up.
- 391 • Trash can pickup, up to five times per week
- 392 • Maintenance and repair of Concrete surface and Skatepark feature
- 393 •

394
395 The School District (owner) is responsible for all other services, including, but not limited to:
396

- 397 • Graffiti removal and mitigation
- 398 • Irrigation of the fields
- 399 • Maintenance and repair/replacement of:
 - 400 ○ Fences
 - 401 ○ Pathways
 - 402 ○ Benches
 - 403 ○ DugoutsRestrooms,
 - 404 ○ Parking facilities
- 405 • Substantial backfilling of infield dirt
- 406 • Replacement of mounds, bases, home plate
- 407 • Furnishing and maintenance of nets, goals, backstops, etc.

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411 ¹[10 4 19 MVSD-City Joint Use Agreement final from 2 19.docx](#)