

**COOPERATIVE AGREEMENT  
BETWEEN  
THE PLEASANT HILL RECREATION & PARK DISTRICT  
AND  
THE MT. DIABLO UNIFIED SCHOOL DISTRICT  
REGARDING  
COLLEGE PARK HIGH SCHOOL**

**WHEREAS,**

1. The Pleasant Hill Recreation & Park District (hereinafter "Park District"), and the Mt. Diablo Unified School District (hereinafter "School District"), are duly organized political subdivisions of the State of California; and

2. Park District is authorized pursuant to *Public Resources Code* §5782.3, to enter into cooperative agreements with other governmental units in the execution of its authorized powers; and

3. School District is authorized pursuant to Education Code Section 10905 to enter into such agreements; and

4. Park District does not currently have the funding available to purchase land for the establishment of the facilities envisioned by this Agreement; and

5. Park District and School District believe that this Agreement will allow an economically viable means of providing recreational opportunities that will benefit the entire community; and

6. Park District and School District desire to enter into this cooperative agreement for the development and use of portions of the College Park High School campus, owned by School District; and

7. A long-term cooperative agreement between the Districts is necessary since the property to be developed is owned by the School District, and not the Park District.

**NOW, THEREFORE,**

In consideration of the terms, covenants, and conditions set forth in this Agreement, the parties do agree as follows:

**1. Term**

This Agreement shall begin on the day that the last of the two parties has executed this Agreement and shall end twenty-five (25) years from that date.

**2. Scope**

This Agreement concerns portions of the College Park High School campus, which portions are set forth, outlined in bold blue ink in Exhibit "A", attached to this Agreement and incorporated herein by reference.

**3. Prior Contracts**

This Agreement supersedes all prior Agreements between Park District and School District concerning use and development of the areas within the scope of this Agreement, as set forth in Section 2.

**4. Construction, Installation and Renovation**

(a) Park District agrees to provide, at its expense, the following construction, installation and renovation:

1. Replacement of the irrigation system of the softball field adjacent to the tennis courts at College Park High School. (Ballfield "A" on Exhibit "A".)

2. Renovation of the outfield turf areas of the softball field adjacent to the tennis courts at College Park High School. (Ballfield "A" on Exhibit "A".)

3. Grading, landscaping, turfing and the replacement of the irrigation system in the area behind and adjacent to the tennis courts and the softball field at College Park High School.

(Landscaped Area "C" on Exhibit "A".)

4. Renovation of lighting for the softball field at College Park High School. (Ballfield "A" on Exhibit "A".)

(b) Within sixty (60) days after the beginning of this Agreement, the School District shall approve the Park District's plans for the above-referenced construction, installation and renovation. If the School District does not approve these plans

within such time or within such time mutually agreed to by the parties by executed written agreement, this Agreement shall be null and void.

(c) Park District shall schedule the work so as not to impact School District programs and shall complete such construction, installation and renovation within one hundred eighty (180) days after the contract for such construction, installation and renovation has been executed.

#### 5. Maintenance

As to the areas within the scope of this Agreement as set forth in Section 2, and with reference to the mutually established Turf Maintenance Standards (Exhibit "B"), the parties shall have the following responsibilities:

1. School District shall lay out, inspect, level and grade the softball field in preparation for the athletic season (Ballfield "A" on Exhibit "A"). With prior approval of School District, the Park District may regrade or recondition the softball field in preparation for Park District sponsored activities. School District shall not unreasonably withhold such approval.

2. School District shall fertilize and aerify all turfed areas. Park District shall supply said fertilizer to School District for second (and third, if applicable) annual fertilizer applications. Park District may overseed turfed areas and apply broadleaf herbicides/grass control materials, as reasonably necessary after reasonable notification to School District.

3. School District shall repair, inspect, maintain and operate the irrigation systems. Park District may operate, maintain and repair the irrigation systems as permitted by School District. School District shall not unreasonably withhold such permission.

4. Park District shall be permitted to make minor repairs to the lighting system for the softball field (Ballfield "A" on Exhibit "A") (i.e. bulb replacement and adjustment). School District shall perform inspections and all other electrical maintenance activities.

5. School District shall inspect and mow all turfed areas. After reasonable notification to School District, Park District may mow turfed areas in preparation for Park District sponsored events if such areas do not meet the Turf Maintenance Standards set forth in Exhibit "B".

6. Park District shall provide empty debris receptacles and shall pick up litter and debris generated at Park District sponsored programs and activities. School District shall pick up litter and debris generated at School District sponsored programs and activities.

7. School District shall pay for all water and electricity servicing the areas. Electricity for lights servicing the areas for Park District sponsored programs and activities shall be paid for by Park District via readings from an independent meter. If, in the judgment of the School District, the cost or availability of water becomes problematic because of water rationing or similar occurrence, the School District reserves the right to restrict or withhold water service for the purposes of turf irrigation, but may not restrict or withhold such water service to a greater degree than it does for any other similar turfed property of School District. In the event School District restricts or withholds water service pursuant to this subsection 5.7, Park District may require School District to increase such water service to ensure the health of the turf if Park District agrees in writing to pay for such increased water service.

8. Each District shall prepare the softball field for the games, programs and activities which each District sponsors. (Ballfield "A" on Exhibit "A".)

9. School District shall add infield mix to the softball field every two to three years or as necessary as mutually determined by both Park and School Districts, and the cost therefor will be divided equally between School District and Park District. (Ballfield "A" on Exhibit "A".)

10. Once the construction, installation, and renovation set forth in Section 4 above is complete, School District and Park District will divide equally the cost of any repair to or

replacement of any of the areas and/or facilities within the scope of this Agreement as set forth in Section 2 which exceeds Three Hundred and No/100 (\$300.00) Dollars excepting, however, such repair to or replacement of the lighting for the softball field (Ballfield "A" on Exhibit "A"), the total cost of which shall be paid by Park District. School District and Park District shall agree to the making of such repair or replacement exceeding the cost of Three Hundred and No/100 (\$300.00) Dollars, which cost is to be divided equally hereunder, prior to such repair or replacement being made.

11. School District shall repair, inspect and maintain the existing perimeter chain link fencing at College Park High School.

12. School District shall repair, inspect and maintain the backstop, dugouts and fencing directly connected thereto at College Park High School. (Ballfield "A" on Exhibit "A".)

13. The parties recognize that the East Bay Regional Park District's Procedural Guide for the Regional Open Space, Wildlife, Shoreline and Parks Bond Ordinance places ultimate responsibility for maintenance of facilities benefitted by local grants upon the party contracting with EBRPD for grant funds, which in this case is Park District. School District and Park District have assigned maintenance responsibilities in subsections 5.1 - 5.12 above to allow School District the first opportunity, in most instances, to maintain and repair the areas and/or facilities within the scope of this Agreement. However, because of Park District's referenced contractual obligations to EBRPD, the parties agree that if because of financial insolvency or other cause, School District does not perform the maintenance and repair responsibilities set forth above, Park District may, after reasonable notification to School District, perform those maintenance and repair responsibilities which have been primarily assigned to School District in the above-referenced subsections.

#### **6. Operations Plan/Use of the Facilities**

(a) Attached to this Agreement as Exhibit "C" and incorporated herein by reference is the Operations Plan, which

addresses, in part, the scheduling for use and maintenance of the areas and facilities encompassed by the scope of this Agreement.

(b) Throughout the term of this Agreement, School District shall permit Park District to use the areas and facilities encompassed by the scope of this Agreement as set forth in Section 2 at no cost at all times if scheduling for such use is accomplished pursuant to the Operations Plan.

#### **7. Removal of Construction, Installation and Renovation**

Except following termination of the Agreement as set forth herein, if School District for any reason removes, alters or destroys the construction, installation and/or renovation set forth in Section 4 above, so as to detract from the utility or value of such construction, installation and/or renovation, School District shall promptly reimburse Park District for the cost of restoring such utility or value of such construction, installation and/or renovation. This provision does not pertain to vandalism or similar arbitrary destruction of renovation documented with bonafide police report. The cost to repair such damage will be divided equally by School District and Park District.

#### **8. Modification of Agreement**

The terms of this Agreement may be modified by the written and executed agreement of School District and Park District. Such modification is subject to the approval of the East Bay Regional Park District.

#### **9. Termination of Agreement**

If in School District's reasonable judgment, to remain financially solvent, it is necessary for School District to sell all or a substantial portion of the land within the scope of this Agreement as set forth in Section 2, or to cease operation of College Park High School for a period which is reasonably expected to continue for at least one (1) calendar year, School District may terminate this Agreement by giving at least six (6) months written notice to Park District. In the event School District so terminates

this Agreement, Park District shall reimburse to the East Bay Regional Park District a percentage of the funding obtained for the construction, installation and renovation set forth in Section 4 above from Regional Open Space, Wildlife, Shoreline and Parks Bond Ordinance proceeds (Measure AA Bonds). The percentage of reimbursement shall be determined by the Board of Directors of the East Bay Regional Park District in its reasonable exercise of discretion. The East Bay Regional Park District shall take into account depreciation of the construction, installation and renovation in determining the percentage of reimbursement. The reimbursement shall fulfill Park District's obligation to repay East Bay Regional Park District upon termination or default of the ~~same~~ <sup>Local Grant Program</sup> ~~26-1991~~ agreement between Park District and East Bay Regional Park District, as set forth in Section "D" of such agreement. Such amount shall then be allocated to another appropriate project of Park District.

Upon School District's proper termination of the Agreement pursuant to this section, Park District shall quitclaim to School District any interest of Park District in the land within the scope of this Agreement as set forth in Section 2. Upon such termination, Park District may in its discretion remove the lighting improvements set forth in Section 4 for Park District's use.

#### 10. Strict Accountability for Funds

All funds utilized to implement this Agreement shall be strictly accounted for, and all receipts and disbursements related thereto shall be accurately reported. If any monies have been contributed by both School District and Park District into a single fund created to implement this Agreement, any surplus in such fund shall be disbursed in proportion to contribution made upon termination of this Agreement.

#### 11. Insurance

Both parties shall carry general liability insurance in the amount of at least One Million and No/100 (\$1,000,000.00) Dollars combined single limit to cover the activities which the parties will

undertake pursuant to this Agreement. Each party shall cause the other party to be named on its insurance policy as an additional insured. Each party shall provide to the other party evidence of this required insurance.

## **12. Indemnification**

(a) Park District expressly agrees to indemnify, defend, and hold School District, its officers, directors, employees, and agents, free and harmless from and against any and all loss, liability, expense, claim, cost, suit and damage, including reasonable attorneys' fees as to property damage and/or bodily and/or personal injury and/or death, arising from Park District's negligence in connection with this Agreement, or from any breach by Park District of this Agreement in proportion to Park District's and School District's comparative fault, excepting any such loss, liability, expense, claim, cost, suit, and damage proximately caused by School District's sole or active negligence or willful misconduct.

(b) School District agrees to indemnify, defend and hold Park District, its officers, directors, employees, and agents, free and harmless from and against any and all loss, liability, expense, claim, cost, suit and damage, including reasonable attorneys' fees, as to property damage and/or bodily and/or personal injury and/or death arising from School District's negligence in connection with this Agreement or from any breach by School District of this Agreement in proportion to Park District's and School District's comparative fault, excepting any such loss, liability, expense, claim, cost, suit, and damage proximately caused by Park District's sole or active negligence or willful misconduct.

## **13. Notices**

Notices hereunder or pursuant to this Agreement shall be deemed given as of the date of receipt if either delivered personally, sent by facsimile, or sent by registered or certified mail, postage and charges prepaid, to the following addresses:

Park District:

General Manager  
Pleasant Hill  
Recreation & Park District  
147 Gregory Lane  
Pleasant Hill, California 94523

School District:

Superintendent  
Mt. Diablo Unified  
School District  
1936 Carlotta Drive  
Concord, California 94519

**14. Survival**

The parties' respective obligations under Sections 11 and 12 of this Agreement are continuing in nature and shall survive any termination or expiration of this Agreement.

**15. Recording**


The parties agree that this Agreement shall be recorded at the Office of the Recorder of Contra Costa County.

**IN WITNESS WHEREOF,**


Mt. Diablo Unified School District of Contra Costa County, California, has, by authority of its Board of Trustees, caused this Agreement to be signed by the Superintendent of said School District, and the Pleasant Hill Recreation and Park District of Contra Costa County, California, has, by authority of its Board of Directors, its governing body, caused this Agreement to be signed by

the Chairman of the Board and attested by the Secretary of the Board as set forth below.

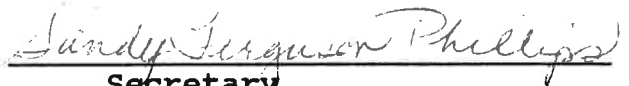
DATED: 2-14-94, 1994

  
\_\_\_\_\_  
Superintendent,  
Mt. Diablo Unified  
School District

DATED: 2-17-94, 1994

  
\_\_\_\_\_  
Chairman,  
Board of Directors  
Pleasant Hill Recreation  
& Park District

DATED: 2-17-, 1994

  
\_\_\_\_\_  
Secretary,  
Board of Directors  
Pleasant Hill Recreation  
& Park District

**EXHIBIT "B"**

**MT. DIABLO UNIFIED SCHOOL DISTRICT/  
PLEASANT HILL RECREATION & PARK DISTRICT  
TURF MAINTENANCE STANDARDS**

**1. MOWING:**

- Mow weekly (with the exception of late winter when turf is dormant and no growth is occurring).
- Mow at a height of 2 to 2- $\frac{3}{4}$  inches (in winter, cut 2+ inches; in summer, cut 2- $\frac{3}{4}$ + inches).
- Mow when grass is dry and field is not in use.
- Alternate direction of mowing pattern weekly.
- Do not allow excessive accumulation of clippings to lay on turf. If necessary, rake and remove or re-mow when dry on the following day to disburse clippings.
- Pick up litter and debris prior to mowing.
- While mowing, observe areas which are too wet or dry, potentially hazardous conditions, broken irrigation heads, litter, gophers, etc. --- Potentially hazardous conditions must be clearly marked or barricaded and repaired as soon as reasonably practicable.

**2. FERTILIZATION:**

- Fertilize a minimum of two times per year, preferably three times per year:  
  
April: (1 lb.N per 1,000 sq.ft.) Par ex 32-3-8  
June/July:(1/2 lb.N per 1,000 sq.ft.)  
Par ex 32-3-8  
Oct./Nov.:(1 . lb. N per 1,000 sq.ft.) Par ex 24-4-12
- Fertilize when turf is dry and no one is using field.
- Water turf immediately following fertilizer application, or depending on material used, irrigate the following night or next morning.
- Fertilize after mowing, NOT prior to mowing.

3. **IRRIGATION:**

- Irrigate to allow for uniform growth of turf but prevent excessive run off, standing water, and/or wet playing surface.
- Visually check irrigation system, head-by-head, weekly to assure system is operating correctly. Adjust and repair as necessary. Minor repairs must be done in one day so as not to interfere with field usage.
- Adjust irrigation controller weekly or as necessary relative to condition of turf, weather changes, special uses, situations, or events, etc.
- Wherever possible, irrigate in the early morning.

4. **AERIFICATION:**

- Aerify minimum of two times per year:  
May and September/October
- Mark irrigation components prior to aerifying.
- Aerify in three directions (soil moisture must allow use of tractor mounted aerifier and not create tire ruts on field --- leave the plugs or cores).

5. **WEED CONTROL:**

- With proper pest control recommendation, apply broadleaf and/or grass weed control materials as needed.
- Apply when no one is using field and do not allow re-entry or use until material has thoroughly dried.
- Appropriate gopher control, as necessary.

6. **EDGING:**

- Maintain clean, distinct turf edges along ball diamond infields, perimeter landscaping, and hard court surfaces.

Mt. Diablo Unified School District/  
Pleasant Hill Recreation & Park District  
Turf Maintenance Standards  
Page Three

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7. **OVERSEEDING/RENOVATION:**

- Reseed and/or sod bare, worn, or thin areas of turf seasonally or as needed. (Coordinate this work with schedule of field use.)

8. **MISCELLANEOUS:**

- All potentially hazardous field conditions such as holes, settling, mounds, erosion, wet or muddy areas, etc. must be clearly marked or barricaded and repaired as soon as reasonably practicable.
- Litter is to be picked up daily.
- Vehicles and/or heavy equipment must be kept off of turf unless absolutely necessary to avoid compaction and leaving tire tracks.
- Leaves from perimeter tree planting must not be allowed to accumulate on turf.

EXHIBIT "C"

MT. DIABLO UNIFIED SCHOOL DISTRICT  
and PLEASANT HILL RECREATION & PARK DISTRICT

OPERATIONS PLAN  
COLLEGE PARK HIGH SCHOOL

THIS AGREEMENT, made this 17 day of February, 1997, by and between the MT. DIABLO UNIFIED SCHOOL DISTRICT and the PLEASANT HILL RECREATION & PARK DISTRICT, will become effective when the Cooperative Agreement between the PLEASANT HILL RECREATION & PARK DISTRICT and the MT. DIABLO UNIFIED SCHOOL DISTRICT ("Cooperative Agreement") begins and will terminate when the Cooperative Agreement terminates.

1. DEFINITIONS

School District: Mt. Diablo Unified School District  
Park District: Pleasant Hill Recreation & Park District

School Facilities: School facilities are the portions of the College Park High School campus, along with improvements thereon, set forth in Section 2, "Scope" of the Cooperative Agreement.

Park Recreation Program: Park Recreation Programs are activities and programs of recreation sponsored by the Park District, which are open to the general public, and do not refer to or include those activities or programs which are directed, supervised, or operated by the School District.

2. COMMUNITY USE OF FACILITIES

Upon completion of the construction, installation and renovation set forth in Section 4 of the Cooperative Agreement, School Facilities shall be utilized as follows:

a. School District and Park District agree that Park District shall schedule the use of the School Facilities. Park District shall give priority to use of the School Facilities for Park Recreation Program purposes after school hours, on Saturdays, Sundays, and during school holiday and vacation periods, and shall give priority to the use of the School Facilities for College Park High School purposes during all times when College Park High School is in regular session. Park District shall schedule use of the

School Facilities on a semester basis, so as to better accommodate the needs of the parties.

b. Both School District and Park District recognize that the designation of certain time periods of priority does not imply or assure access in all circumstances.

c. Park District shall submit to the School District on a semester basis, a schedule of programs to be held on the School Facilities. This schedule will be updated as Park Recreation Programs are added and/or canceled.

d. School District and Park District hereby designate representatives to handle the scheduling and coordinating of the School Facilities as follows:

School District: Principal or Designee

Park District: General Manager or Designee

3. SUPERVISION

The responsibility of organizing the Park Recreation Programs shall be that of the Park District. This responsibility shall include the monitoring of such activities and the hiring and supervision of adequate and qualified personnel to perform such monitoring. Park District shall procure and maintain in full force and effect workers compensation insurance, or be permissibly self insured, to cover its personnel as required by law as to any activity in connection with the Park District's performance under the referenced Cooperative Agreement.

The responsibility of organizing the School District programs shall be that of the School District. This responsibility shall include the supervision and control of School District programs and the hiring and supervision of adequate and qualified personnel to fulfill these responsibilities. School District shall procure and maintain in full force and effect workers compensation insurance, or be permissibly self insured, to cover its personnel as required by law as to any activity in connection with the School District's performance under the referenced Cooperative Agreement.

4. COORDINATING PROPER MAINTENANCE

School District and Park District hereby designate representatives to coordinate and effectuate the mutually established Turf Maintenance Standards and all other maintenance responsibilities outlined in the Cooperative Agreement:


School District: Director of Maintenance

Park District: Park Superintendent

5. PREVIOUS AGREEMENT UNCHANGED

This Agreement is a supplement to the referenced Cooperative Agreement. All terms and conditions of the Cooperative Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

  
\_\_\_\_\_  
MT. DIABLO UNIFIED SCHOOL DISTRICT

2-14-94  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
PLEASANT HILL RECREATION  
& PARK DISTRICT

2-17-97  
\_\_\_\_\_  
DATE