

**MASTER AGREEMENT
FOR IMPROVEMENT AND RECREATIONAL USE OF SCHOOL SITES WITH LOS
ALTOS SCHOOL DISTRICT**

THIS AGREEMENT made and entered into this [REDACTED] day of [REDACTED] by and between the LOS ALTOS SCHOOL DISTRICT (hereafter "District"), a political subdivision of the State of California, and the CITY OF MOUNTAIN VIEW (hereafter "City"), a municipal corporation.

WHEREAS, City, is authorized to operate and maintain public playgrounds and park and recreation facilities and, by virtue of such authority, does operate and maintain such playgrounds and park and recreation facilities; and

WHEREAS, District owns and operates various schools and school sites, along with buildings and other facilities thereon, within the City of Mountain View which, under supervision, are available for use for park and recreation purposes; and

WHEREAS, District intends to acquire a site and develop a new school facility within the City of Mountain View, which will include a site large enough to provide for significant neighborhood open space and new playfields, and

WHEREAS, City desires to facilitate the school development by contributing funds for the acquisition of a site, and

WHEREAS, Chapter 10 of Division 1 of the Education Code of the State of California, commencing with Section 10900, authorizes cities and public school districts to cooperate with one another for the purpose of authorizing, promoting and conducting programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State; and

WHEREAS, City and District desire to enter into an Agreement pursuant to the aforesaid provisions of the Education Code of the State of California, providing for the joint use of this school site within the City of Mountain View for park and recreation purposes; and

WHEREAS, it is the intention of the parties that this Agreement shall operate as a Master Agreement and that the terms thereof shall govern, and be incorporated into, each Supplemental Agreement between the parties pertaining to specific school sites within the limits of City;

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS, MUTUAL ACTS, PROMISES, AND FORBEARANCES OF EACH OTHER contained herein, the parties hereto agree as follows:

I. Master Agreement and Supplemental Agreements

- A. The new school site of District located within the limits of City shall be subject to this Master Agreement and shall be available to City for public recreation purposes.
- B. The terms and conditions of City's financial contribution shall be set forth in a separate Supplemental Agreement for the specific site, incorporating by reference

all of the terms of this Master Agreement, except as to such terms and provisions as may be expressly modified in said Supplemental Agreement where circumstances or conditions require such modification.

- C. The terms and provisions unique to the school site, including maintenance responsibilities, if applicable, shall be set forth in a separate Supplemental Agreement for the specific site, incorporating by reference all of the terms of this Master Agreement, except as to such terms and provisions as may be expressly modified in said Supplemental Agreement where circumstances or conditions require such modification.

II. Description of Premises

- A. For the purposes of this Agreement, the school site shall be divided into two (2) portions, generally as follows:

- 1. The area upon which the school buildings, hardscape areas and normal school play equipment are located shall be known and designated as the "School Area"; and
- 2. The area upon which the recreational facilities; equipment and landscaping are located shall be known and designated as the "Park Area."

- B. Diagrammatic descriptions of the areas designated as "School Area" and "Park Area" are attached hereto as Exhibit A, as amended from time to time and incorporated herein by reference. The diagram clearly delineating the two areas shall also be attached to and incorporated in the Supplemental Agreement.

III. Use of School Site. The use of the school site pursuant to this Agreement shall be as follows:

- A. District shall make available the "Park Areas," its hereinabove described, for use by City for park and recreation purposes, at such times, and in such a manner, as to not interfere with the normal school use of said area.
- B. District, in its sole discretion, shall furnish to City, for use as park and recreational facilities, all those portions of the "School Area" on which are located the playground and other normal school recreation equipment. The use of "School Area," classrooms and rest rooms by City shall be subject to the approval of the District and shall be at times, and in such a manner, as not to interfere with the District use and cleaning of said areas and facilities.

IV. Supervision. City shall furnish supervisory leadership for the school site as shall be deemed necessary by City during its use of said areas for park and recreation purposes. City and District shall, by mutual agreement, establish rules and regulations regarding the conduct of persons using the facilities for park and recreation purposes.

V. City Improvements. City may, subject to the mutual agreement of the parties and subject to the approval of the Division of the State Architect, if necessary, provide and install facilities and/or equipment on the "Park Area" not considered to be standard playground equipment provided by schools as a usual part of the school program, such as, but not limited to:

- Rest rooms;
- Children's play equipment;
- Any lighting facilities for night activities;
- Field house/score booth;
- Concession areas;
- Soccer goals;
- Bleachers.

City shall first confer with District and obtain District's comments regarding location and other concerns. Prior to installation, the parties shall come to a mutual agreement as to modifications to any applicable Supplemental Agreement which are necessary or reasonably desired as a result of the installation. Such agreement shall not be unreasonably withheld.

VI. District Improvements. District may provide the usual types of playground equipment as may already exist on the school site or may be installed in the future, all for school purposes, such as but not limited to:

- Softball backstops;
- Other ball facilities;
- Blacktop area for circle games;
- Basketball standards;
- Climbing apparatus;
- Slides; and
- Horizontal bars.

If District seeks to install facilities and/or equipment which may impact the use and/or the facilities and equipment of the "Park Area," then District shall first confer with City and obtain City's comments regarding location and other concerns. Such facilities and/or equipment include, but are not limited to:

- Permanent classrooms and offices;
- Portable classrooms and offices;
- Hard-court and/or blacktop areas; and
- Parking lots.

Prior to installation, the parties shall come to a mutual agreement as to modifications to any applicable Supplemental Agreements which are necessary or reasonably desired as a result of the installation. Such agreement shall not be unreasonably withheld.

VII. Ownership of Improvements and Cost of Repairing and Replacing Same. All improvements installed by City on the "Park Area" shall remain the property of City, and

all improvements installed on the school site by District shall remain the property of District, except as set forth herein at Paragraph XII (B). City shall be responsible for the cost of repairing or replacing any of District's property damaged in connection with City's use of said property under this Agreement, normal wear and tear excepted. District shall be responsible for the costs of repairing or replacing any of City property damaged in connection with District's use of said property under this Agreement, normal wear and tear excepted. Each party shall be responsible for the costs of maintaining and repairing, replacing or removing its own property, at its sole discretion, as necessary or desirable.

VIII. Master Calendar. The District Superintendent or designee, and the City Manager or designee, shall jointly establish and approve a Master Calendar for the use of the school sites for the ensuing fiscal year no later than May 15 of each year.

IX. Maintenance Responsibilities.

A. City Responsibilities.

1. Maintenance of School Site. Except as otherwise noted in IX.C and D, City shall, at its own cost and expense, maintain the turf and landscaped areas and City-installed improvements, such as play equipment and facilities, rest rooms, etc., in the designated "Park Areas" for the school site as specified in the applicable Supplemental Agreement:

Such maintenance shall include mowing, fertilizing and irrigation, and such additional maintenance as set forth in the Supplemental Agreement. In addition, for each of the school sites listed above, City shall install a separate water meter for the purpose of monitoring the irrigation water used to maintain the "Park Area." Unless otherwise specified in a Supplemental Agreement, City shall pay all costs for such irrigation water used to maintain the turf and landscaped areas of the "Park Area" at the school sites.

The District Superintendent or designee, and the City Manager or designee, shall jointly establish and approve an annual maintenance schedule which allows City flexible access to school sites but which does not unreasonable interfere with District use. Either party may request, in writing, that the schedule be amended to accommodate circumstances that may arise during the year. Such schedule changes may be made by mutual agreement and upon reasonable notice of five (5) working days prior to the effective date of change. Additional maintenance costs incurred by City or District to implement maintenance schedule change will be the responsibility of the requesting party.

In the event of an emergency and/or to abate a hazardous condition, the City or District shall have the right to initiate action to resolve said emergency and/or hazardous condition in the most effective and efficient means possible with the least disruption to City or District use.

- 2. School Site. During school recess periods, when City is using the school site for City recreational program, City shall have access to the "school area," as mutually agreed upon, and City shall provide maintenance services, supplies and telephone services as deemed necessary by City.
- 3. Limited Responsibility. Except as specifically set forth herein, City shall have no responsibility for maintenance or any other costs or expenses.

B. District Responsibilities. Except as set forth in Subsection "A", above, District shall; at its own cost and expense, maintain the entire school site, including both the "School Area" and "Park Area."

X. Term of This Agreement. This Agreement shall be in effect from the date of the last signature affixed hereto until [REDACTED], unless terminated earlier with one (1) year advance notice.

XI. Supplemental Agreements and Their Terms. Supplemental Agreements as referenced herein relating to the school site shall be executed pursuant to this Master Agreement. Such Supplemental Agreements shall be for a period of one (1) year and shall be automatically renewed for successive one (1) year periods up to the expiration date of this Master Agreement unless otherwise mutually agreed in writing. Notice of termination of a Supplemental Agreement shall be in the manner set forth in XII.A.

XII. Termination of Agreement.

A. Notice of Termination. City or District may terminate this Master Agreement or any of the Supplemental Agreements executed pursuant to this Master Agreement by delivery of written notice of election to terminate at least one (1) year in advance. Notices shall be signed either by personal delivery or mail, as follows:

CITY:	DISTRICT:
City Manager	District Superintendent of Schools

B. Effect of Termination. In the event of termination, District shall have the option of purchasing from City all or any part of the improvements, of any kind or nature whatsoever, installed by City. The purchase price to be paid by District to City for any of said improvements elected to be purchased by District shall be a sum equal to the installation and purchase cost of the item or items, less one twenty-fifth (1/25) of said installation and purchase cost for each year, or part of a year, that has elapsed following the installation by City of such item or items. In the event District elects not to purchase all, some or any of said improvements, City shall remove those items not purchased from the premises. In such event, City shall restore the grounds in the area of such removal operations to a neat, clean and acceptable condition.

District shall confer on City the right of first refusal to the extent permitted by law and shall confer any additional purchase rights required by law on any sites disposed of or otherwise surplus by District.

- XIII. Insurance. City and District shall each maintain comprehensive general Liability Insurance in the amount of Ten Million Dollars (\$10,000,000) combined single limit to protect City and District, their officers, agents, servants and employees against claims for bodily injury, and property damage arising from City's or District's participation in the activities described herein. The form of such insurance shall be satisfactory to City and District and may include self-insurance at levels acceptable to both parties. Each party's policy or policies shall name the other party (City or District) as additional insured.
- XIV. Mutual Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents and employees from any and all liabilities, claims, or losses of any nature, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent acts or omissions pursuant to this Agreement.
- XV. CEQA. District agrees to prepare any documents and conduct any studies necessary to comply with the California Environmental Quality Act, Public Resources Code Sections 21000 et seq.
- XVI. Modification of Agreement. This Master Agreement, or any Supplemental Agreement entered into pursuant to this Master Agreement, may be amended in writing signed by both City and District. Any modification to this Master Agreement or any Supplemental Agreement shall be prepared by City at no cost to District. City Council and District School Board must approve the Master Agreement and Supplemental Agreements and any changes or modifications thereto.

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