

School  
Softball

COMMUNITY RECREATION CONTRACT

This agreement, made and entered into this 5TH day of AUGUST, 1968, by and between the City of Pleasanton, a general law city of and in the State of California, hereinafter called "City" and the Pleasanton Joint School District of Alameda and Contra Costa Counties, State of California, a school district, hereinafter called "District."

W I T N E S S E T H:

WHEREAS, Chapter 6 of Division 12 of the Education Code authorizes and empowers cities and public school districts having jurisdiction over the same territory 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, Section 16659 of the Education Code empowers the governing body of any school district to grant the use of any building, grounds, or equipment to any other public authority for use for community recreation purposes when such use will not interfere with the use of the buildings, grounds and equipment for any other purpose of the public school system; and

WHEREAS, District desires to grant to City the use of the grounds at its Pleasanton Elementary School site as shown and described in Exhibit A, a copy of which is attached hereto and incorporated by reference, as if fully set forth herein, for the purpose of installation of a night-lighted softball field system; and

WHEREAS, City desires to install said night-lighted softball field system at said Pleasanton Elementary School site;

NOW, THEREFORE, City and District hereby mutually covenant and agree as follows:

## DIVISION I. PURPOSE

Section 1. District agrees to grant to City the use of the grounds at its Pleasanton Elementary School site as shown and described in Exhibit A, attached hereto, for community recreation purposes and for the purpose of installing, maintaining and using a night-lighted softball field system in accordance with conditions hereinafter set forth.

Section 2. City agrees to install and maintain a night-lighted softball field system on the grounds and at such locations as are described on Exhibit A, attached hereto, and in accordance with the conditions hereinafter set forth.

## DIVISION II. CONSTRUCTION

Section 1. City will construct a night-lighted softball field system on the land and grounds described on Exhibit A, attached hereto, in accordance with appropriate construction standards and specifications. Plans and specifications for, and the installation and construction of, said softball field system shall be subject to the written approval of the District and State Office of Architecture and Construction.

Section 2. Title to said softball field system and lights shall automatically pass to the District when the installation and construction is completed and accepted or approved by the District.

## DIVISION III. OPERATION AND PRIORITIES OF USE

Section 1. Upon completion and dedication of said night-lighted softball field system, District agrees to grant City the right to use and operate said system for community recreation programs when such use and operation does not conflict with the normal operation of school activities and maintenance programs, and in accordance with the schedule of priorities as follows:

- a. District shall have priority on all school days until 5:30 P. M. each day, and on special occasions as needed.

- b. City shall have priority at all other times.
- c. Use by one party when the other party has priority may be granted by City or District representative.
- d. City shall have unlimited access to and use of these facilities when City has priority, except as otherwise provided by law.

Section 2. This agreement is subject to the provisions of Chapter 6 of Division 12 of the Education Code.

#### DIVISION IV. MAINTENANCE

Section 1. The City will be responsible for the maintenance and upkeep of the said softball field system.

Section 2. The District will be responsible for supervision of activities and for proper custodial services for events occurring at said softball field system during the time when the District has priority. The City will be responsible for supervision of activities and for proper custodial services for events occurring at the softball field system during the time when the City has priority. In addition, the District will continue to maintain the presently-existing athletic turf and irrigation system at said school site.

#### DIVISION V. TERM OF AGREEMENT

The parties agree that this agreement shall be in effect for a period of sixty-six (66) years from the above date of this agreement.

#### DIVISION VI. LIABILITY AND INSURANCE

All insurance and liability for all acts and conditions of property, except as otherwise provided herein, shall be under terms as specified in that certain "School-City Agreement on Community Recreation Facilities and Program," dated June 27, 1966.

IN WITNESS WHEREOF, the City of Pleasanton by its Mayor and City Clerk, thereunto duly authorized by Resolution No. 68-133, and the Pleasanton Joint School District of Alameda and Contra Costa

Counties, State of California, by the President and Secretary of its Board of Trustees, thereunto duly authorized by Resolution No. \_\_\_\_\_ of such Board, have caused the document herein to be executed by said officers in duplicate and have affixed their respective seals hereto.

PLEASANTON JOINT SCHOOL DISTRICT

By Wallace D. Becker  
President, Board of Trustees

By James S. Kane  
Secretary, Board of Trustees

CITY OF PLEASANTON, A Municipal Corporation

By Bernard T. Gerton  
BERNARD T. GERTON, Mayor

By Helen C. McCarty  
HELEN C. McCARTY, City Clerk