

CITY COUNCIL OF THE CITY OF PLEASANTON

ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 83-298

RESOLUTION APPROVING AGREEMENT WITH PLEASANTON
SCHOOL DISTRICT FOR USE OF SCHOOL FACILITIES FOR
RECREATION PURPOSES

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON
RESOLVES AS FOLLOWS:

Section 1: The City Council approves the agreement between
the City of Pleasanton and the Pleasanton School
District for the use of school facilities for
recreation purposes, a copy of which is attached
hereto and incorporated herein by this reference.

Section 2: Authorizes the Mayor to execute the above-
described agreement.

Section 3: This resolution shall become effective immediately
upon its passage and adoption.

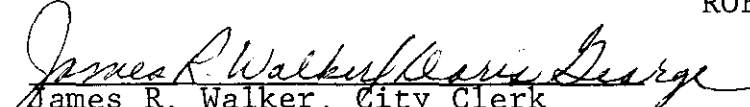
THIS RESOLUTION ADOPTED JULY 26, 1983 BY THE FOLLOWING VOTE:

AYES: Councilmembers - Mercer, Mohr, Wood and Mayor Butler
NOES: None
ABSENT: Councilmember Brandes
ABSTAIN: None


ATTEST:



ROBERT E. BUTLER, MAYOR


James R. Walker, City Clerk
By Doris George, Deputy City Clerk

APPROVED AS TO FORM:



Peter D. MacDonald, City Attorney

AGREEMENT FOR USE OF PLEASANTON SCHOOL RECREATIONAL FACILITIES

THIS AGREEMENT is made and entered into this _____ day of _____, 1983 by and between Pleasanton Joint School District (hereinafter referred to as "School District") and the CITY OF PLEASANTON (hereinafter referred to as "City"), a municipal corporation, based on the following understanding:

RECITALS

- A. The School District is closing Pleasanton School as a school site and will no longer be maintaining or managing the facilities on campus for public recreational use.
- B. The City is willing to assume operational responsibilities to allow continued public use of the multipurpose facility and upper sports field.
- C. The School District is willing to have the City assume operational responsibilities for the multipurpose facility and upper sports field in order to allow public use of those facilities.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Multipurpose Facility

- a. The City will maintain and manage the multipurpose facility, excluding the kitchen. Maintenance does not include major repairs.
- b. The School District will have exclusive access to the kitchen.
- c. The City will pay utility costs associated with use of the multipurpose facility.
- d. Major repairs: Neither the School District nor the

City wish to be obligated to complete major repairs at the multipurpose facility.

Should major repair be required and a mutually agreeable plan for effecting the repair not be found, either agency may terminate the agreement immediately.

- e. If the City wishes to complete major changes or repairs to the multipurpose facility, School District review is required prior to work starting.
- f. The School District will provide at least twenty off street parking spaces for multipurpose facility users.
- g. The School District will make two additional rest rooms available for special events when requested by the City. The City would be responsible for servicing restrooms used.

2. Upper Field

Pleasanton School Upper Field

The following agreement for Pleasanton Upper Field does not supersede the August 5, 1968, Community Recreation Contract, but is an interim agreement to allow the City to complete field maintenance and assume utility costs for a period of time. If the City or the District terminates this agreement, the Community Recreation Contract of August 5, 1968, will remain in effect.

- a. The City will maintain and manage the upper field.
- b. The City will pay utility costs for the upper field.

- c. The City may skin the infield of the diamond located on the southwest corner of the field.
- d. The City will pay the School District two hundred dollars (\$200) a year as a share of the cost of the annual weed abatement program for the area between the upper field and the homes fronting on Abbie Street.
- e. The School District will provide access to any meters, control valves, etc., needed to manage and maintain the fields.

3. Terms and Termination

The term of this agreement shall commence on the date of its execution by both parties. Either party may terminate the agreement upon ninety days notice to the other party. The Agreement will be terminated upon use of the Pleasanton School as a School site. THIS AGREEMENT entered into the date and year first above written by the parties hereto.

CITY OF PLEASANTON

PLEASANTON SCHOOL DISTRICT

BY _____

BY _____

ATTEST:

ATTEST:

James R. Walker, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Peter D. MacDonald, City Attorney
