

**Joint Use Agreement Between
Mountain View Whisman School District
and the
City of Mountain View
for
Recreational Use of School Sites**

This Joint Use Agreement (“**Agreement**”) is made and entered into by and between the Mountain View Whisman School District, a California public school district (“**District**”) and the City of Mountain View, a California Charter City and Municipal Corporation (“**City**”). District and City may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

WHEREAS, Education Code 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 that will contribute to general recreational and educational objectives for children and adults of this State; and

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

WHEREAS, District owns and operates multiple schools and school sites (“**School Site(s)**”) within City’s boundaries which are available for park and recreation purposes; and

WHEREAS, the School Sites include recreational play fields, hardscapes and facilities, as further described below and in **Attachments 1 through 11** attached hereto and made a part of this Agreement (“**Recreational Areas**”); and

WHEREAS, City and District have engaged in a decades-long cooperative partnership whereby City has developed and/or improved and maintains portions of many of the Recreational Areas for joint use with District; and

WHEREAS, District and City desire to enter into this Agreement to provide for the continued joint use of the Recreational Areas for public playground, public restroom, and public park and recreation uses, as further detailed herein below; and

WHEREAS, District, pursuant to and if deemed required by section 17529 of the Education Code, has determined by approving this Agreement, that allowing use of the Recreational Areas to City will not (1) interfere with the educational programs or activities of any school or class conducted on the School Sites, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the School Sites; and

WHEREAS, the Parties intend that, except as expressly identified herein, this Agreement shall supersede and replace any prior agreements between the Parties related to the Recreational Areas;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and City agree as follows:

AGREEMENT

1. **Effective Date.**

This Agreement shall become effective on the date it is executed by all Parties; if the Agreement is not executed by all Parties on the same date, the Agreement shall become effective on the date it is last executed by a Party (“**Effective Date**”).

2. **Description of Recreational Areas**

2.1. For the purposes of this Agreement, the Recreational Areas shall mean the recreational facilities, equipment, landscaping, and other recreational buildings, including public restrooms, all as further described in the Attachments hereto and that are located at the following School Sites (hereinafter referred to as School Site Attachment(s)):

- Benjamin Bubb Elementary School (**Attachment 1**)
- Mariana Castro Elementary School & Gabriela Mistral Elementary School (**Attachment 2**)
- O.J. Cooper Elementary School (**Attachment 3**)
- Crittenden Middle School (**Attachment 4**)
- Graham Middle School (**Attachment 5**)
- Amy Imai (formerly Huff) Elementary School (**Attachment 6**)
- Edith Landels Elementary School (**Attachment 7**)
- Monta Loma Elementary School (**Attachment 8**)
- Stevenson/Theurkauf Elementary School (**Attachment 9**)
- Jose Antonio Vargas Elementary School (**Attachment 10**)
- Whisman School Site (**Attachment 11**)

The Parties intend that each School Site Attachment will include Recreational Area-specific information including, without limitation, additional terms of use, maintenance and repair obligations, payment provisions, schedule restrictions, etc., to the extent that such information is unique to those specific Recreational Areas.

3. **Title to School Site(s) / Classroom Buildings.** The Parties understand and agree that title to the Recreational Areas is held by District, except for the Mountain View Sports Pavilion (located in Graham Middle School) and the Whisman Sports Center (located in Crittenden Middle School), of which both City and District have an undivided one-half ownership interest.

4. **Term.**

4.1. The time for performance under this Agreement shall begin on the Effective Date and shall end exactly ten (10) years from the Effective Date on _____, 20____, (“**Term**”).

4.2. This Agreement complies with California Education Code section 17534 in that the City has contributed to or made capital outlay improvements on the School Sites for park and recreation purposes.

5. **Utilities.** Each Party’s responsibility for utilities and services, including water, irrigation, gas, electricity, security and fire alarm monitoring, trash pick-up, parking lot sweeping, and sewer, including any such related fees, shall be as set forth in each School Site Attachment.

6. **Parking.**
 - 6.1. City shall have non-exclusive use of the parking lots located on the School Site during the City’s Use Period, as defined below, except in circumstances in which District requires use of the parking lots for District operations. If reasonably practicable, District will notify City if any such District operations restrict the usage of the parking lots by the City for a period of seven (7) days or more, and, if available, alternative parking options will be offered. City shall abide by District’s policies concerning the use of the parking lots. City’s use of the parking lots shall be on a first come, first serve basis. City shall coordinate with the School Site administration for ongoing direction related to this section and may instruct its visitors, invitees and guests to park in the parking lots located on the School Site.

 - 6.2. City shall not abandon any inoperative vehicles or equipment on any portion of the School Site(s). City accepts parking “as is” and City acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking. District shall not be liable for damage to, destruction or loss of any personal property suffered by City arising from use of the parking lots on School Sites pursuant to this provision unless said damage, destruction or loss is caused by a negligent or intentional act of District, its officials, employees, or agents. City shall not be liable for damage to, destruction or loss of any personal property located or stored in the parking lots suffered by District unless said damage, destruction or loss is caused by a negligent or intentional act of City, its officials, employees, or agents.

7. **District’s Use of the Recreational Areas.** District’s use of the Recreational Areas for any purpose shall take precedence and priority over City’s or any other person or entity’s use of the Recreational Areas. District will provide City with as much notice as reasonably possible, of District’s use that conflicts with City’s use of any of the Recreational Areas. District shall also inform its user groups of the need to provide sufficient notice to District regarding scheduling use of the Recreational Areas. District’s use includes the following without limitation:
 - 7.1. Use during any time when the School Site is in session, including, but not limited to, school uses related to after-school activities, student programs occurring during Thanksgiving, Holiday, Spring and Summer Recess periods and use by any program, event or class for District students; and

 - 7.2. Use during any time that has been scheduled in advance by a School Site principal or other school officials and staff for classes, activities, exercises, or school functions; and

 - 7.3. Use for any District program or purpose, regardless of prior scheduling; and

 - 7.4. Use during any time by District when District has permitted another use of the Recreational Areas for specific event(s) or activity(ies)

(collectively “**District Use Period**”). City shall not be entitled to use of the Recreational Areas during the District Use Period.

8. **City's Use of the Recreational Areas.**

8.1 City shall have the right to use the Recreational Areas and the right to grant use of the Recreational Areas to individuals and organization pursuant to City's scheduled recreational programs and in accordance with the Civic Center Act when said use does not conflict with the District's Use Period ("**City Use Period**"). For District's middle school sites, the City Use Period shall begin no earlier than 5:00PM Monday-Friday, and for District's elementary school sites, the City Use Period shall begin no earlier than 4:00PM Monday-Friday.

8.2 City Use Period shall also include use of the Recreational Areas on holidays, weekends, and any time it is not in use by District, such as school breaks throughout the school year and summer recess. The City Use Period on holidays, weekends, and any other school breaks or recess shall begin at 6:00AM and end one-half (1/2) hour after sunset, except fields that have lights may be used until 10:00PM.

8.3 City shall be responsible for managing and overseeing the use of the Recreational Areas through City, in accordance with the terms and conditions set forth herein. District reserves the right, after consultation with City, to reasonably preclude or prohibit the use of the Recreational Areas by any person or entity consistent with the District's Rules and Regulations. District shall defend, indemnify, and hold harmless City, its agents, representatives, officers, employees, and trustees from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, on account of, connected with, or resulting from any decision by District to preclude or prohibit the use of the Recreational Areas by any person or entity.

9. **City's Use of Other Areas.** District, in its sole discretion, may furnish to City, for use as park and recreational facilities, other areas of the School Sites, including areas on which playgrounds and other school recreation equipment are located. For purposes of this section, "School Area" is defined as the area upon which the school buildings, blacktop area and normal school play equipment are located. The use of any School Area, classroom, and restroom by City shall be subject to the approval of District and shall be at times, and in such a manner, as not to interfere with District use and cleaning of the School Areas. Any such use by City shall be scheduled through the District. The City's use of any School Area may be subject to payment of fee as established by the District's fee schedule for such use.

10. **Schedule of Use.** The District Superintendent or designee and the City Manager or designee, shall meet to jointly establish, modify, and approve a master calendar for the Parties' use of the Recreational Areas ("**Master Calendar**"). These meetings shall occur on or about January, June, and August of each year of the Term of this Agreement. The Master Calendar shall establish each Party's use of the Recreational Areas.

11. **Rules and Regulations.** City's use of the Recreational Areas shall be pursuant to District's current Policies and Regulations for Use of District Facilities pertaining to the use of the Recreational Areas ("**District Use Rules**"), as may be amended from time to time.

11.1. Within 15 days of the Effective Date of this Agreement District shall provide City with a copy of the current District Use Rules. In the event District modifies, amends, or updates the District Use Rules, District shall provide City with a copy of the new rules within 15 days after adoption. City's obligations under this Section 11 shall not be enforceable if

District fails to provide City with a copy of the current or any amended District Use Rules as required by this Subsection 11.1.

- 11.2. City agrees use reasonable efforts to exclude persons and entities whom City knows has violated District Use Rules from using the Recreational Areas.
 - 11.3. The Parties understand and agree that District does not permit the possession, use, sale or consumption of tobacco products, or of any controlled substance on District property, including the School Sites and Recreational Areas, provided that controlled substances may be used pursuant to a valid prescription.
12. **Condition of Recreational Areas.** The Recreational Areas are offered for use to City on an "as is" basis.
- 12.1. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Recreational Areas. By City's entry and use of the Recreational Areas pursuant to this Agreement, City accepts the Recreational Areas in their "as is" condition.
 - 12.2. City acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Recreational Areas for City's uses as described herein. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind the District or City, and District and City expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.
13. **Maintenance and Repairs.** The Recreational Areas will be maintained as set forth in the School Site Attachments hereto.
14. **Damage.** City shall pay all costs to repair any damage or vandalism to the Recreational Areas and School Sites to the extent that damage or vandalism arises out of City's or City user's use of the Recreational Areas and School Sites, excluding general public use. District shall pay all costs to repair any damage or vandalism to the Recreational Areas and School Sites to the extent that damage or vandalism arises out of District, District users' use or general public use of the Recreational Areas and School Sites.
- 14.1. If it cannot be determined who caused the damage or committed the act of vandalism or when it occurred, the Parties agree to equally share the costs of repairing such damage or vandalism. Notwithstanding the foregoing, District agrees that if the irrigation systems supplying the Recreational Areas are damaged or destroyed as a result of District's construction activities, District shall be fully responsible for repair of the same at its own cost and expense.
15. **Alterations and Improvements.** City may, at its sole cost and expense, construct or cause to be constructed on the Recreational Areas those improvements that City deems necessary for its uses, provided such improvements are subject to local site, zoning, and design review and other required approvals, and provided District has approved any such improvements. Prior written approval of the District shall be required only for improvements that cost \$10,000 or more.
- 15.1. Regarding the improvements constructed on the Recreational Areas consistent with the provisions of this Agreement, City shall, prior to construction, major repair, renovation or

demolition of any improvements on the Recreational Areas, obtain the prior written consent of District thereto and to the final plans, specifications, and schedule for completion thereof. City shall also, prior to construction of any improvements, obtain written approval from District and if applicable, the Division of the State Architect (DSA) for the improvements. Said approval or disapproval must be expressly made by District in writing. City must deliver DSA's written approval to District within ten (10) calendar days after City's receipt. City shall not proceed with any construction of improvements until City has obtained District's and DSA's written approvals. District and City recognize that approvals may be completed in phases, such that City may initially request conceptual approval and, if approved by District, then proceeds to draw the plans and specifications. District will respond to City with its approval or disapproval within fifteen (15) business days after District receives a written request with architectural plans and drawings from City. District's approval shall be at District's sole and absolute discretion and District may withhold or disapprove of any improvements without reason. As a condition of its approval, District may require that City agree to remove certain improvements and restore the Recreational Areas to its original condition, reasonable wear and tear excepted, upon expiration or earlier termination of this Agreement, and/or provide District with adequate security for removal of improvements.

- 15.2. Not less than forty-five (45) calendar days prior to the construction, major repair, renovation or demolition of any improvements on the Recreational Areas, City shall provide District with information regarding the contractor's financial condition and evidence to District's satisfaction that adequate funds to complete the improvements are committed and available or that completion has been otherwise adequately assured. Such assurances may include, in District's discretion, a completion guarantee. No construction shall commence until District has given City written acceptance of such assurances.
- 15.3. City shall give District fifteen (15) calendar days prior written notice before commencing any work on the Recreational Areas so that District may post such notices of non-responsibility with respect thereto as District may deem appropriate.
- 15.4. Not less than forty-five (45) calendar days prior to the construction, major repair, renovation or demolition of any improvements on the Recreational Areas, City shall provide District with sufficient evidence that it has obtained all required approvals and permits for the work and that City or City's contractor(s) has in effect, with premiums paid, a 100% payment bond and a 100% performance bond for its work, adequate casualty and liability insurance (including builder's risk) coverage and workers compensation, all that is satisfactory to District in its sole discretion.
- 15.5. Upon commencement of construction of any improvements, City shall cause the work to be diligently pursued to completion in accordance with the schedule for completion approved by District, subject to unavoidable delays caused by weather, supply shortages, strikes or acts of God.
- 15.6. All work or improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws and building codes, in conformance with the plans and specifications approved by District and DSA, if applicable, or any modifications thereto which have been approved in writing by District. If an improvement project requires the use of DSA-approved Inspector services, City shall reimburse District for the costs related to said services.

- 15.7. District or District's agent shall always have a continuing right during the period that improvements are being constructed on the Recreational Areas to enter the Recreational Areas and to inspect the work provided that such entries and inspections do not unreasonably interfere with the progress of the construction. City shall require its contractors who construct improvements on the Recreational Areas to reasonably cooperate with District or its agent in such inspections.
- 15.8. Within ninety (90) days after completion of construction of any work of improvement on the Recreational Areas, City shall deliver to District two (2) full and complete sets of as-built plans for the work so completed.
- 15.9. If District seeks to install facilities and/or equipment which impact the City's use of the Recreational Areas, including but not limited to fencing, buildings, permanent or portable classrooms or offices, storage facilities, restroom facilities, parking lots, hard-court and/or black top areas, and shade structures, District shall first notify City in writing regarding the proposed installation(s), and obtain City's comments in writing regarding location and other concerns. District shall respond to City's comments, if any, in writing and describe how District may mitigate or address City's concerns. Notwithstanding the foregoing the Parties acknowledge and agree that the District does not and shall not need City's approval of any proposed installation or project District undertakes in the Recreational Areas.
- 15.10. The Parties agree that City has made and installed certain improvements to the Recreational Areas, as detailed in the Attachments. Such improvements are and shall remain property of City, unless payment is made to the City as set forth in Subsection 20.9 below.
16. **Fingerprinting and Criminal Background Verification.** City shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements, as determined by the City. Upon request by District, City shall provide written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements to District. City's obligation to provide documentation verifying compliance with this section shall survive termination of the Agreement, but City shall not be required to retain any such documentation for a time period beyond that required by City's record retention schedule.
17. **Safety of Recreational Areas.** The Recreational Areas may be monitored by a safety system or protocol implemented, maintained and operated by District ("**District's Safety Measures**"). However, City specifically acknowledges, understands, and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either City or the Recreational Areas. City further expressly acknowledges and agrees that District shall not be liable for and is hereby released from any and all responsibility for any damage, loss, or injury to City or its personal property resulting or arising out of any criminal activity (including, but not limited to, any damage, loss, or injury resulting from intrusions, petty theft, vandalism, or other similar acts) that may occur on or near the Recreational Areas, regardless of whether District was able to, actually did, or failed to provide notice to City of a safety incident or situation occurring on the Recreational Areas which led to the damage, loss, or injury. District makes no warranties or representations as to the safety or security of the Recreational Areas, or District's Safety Measures. City may, at its sole cost, supply, provide, establish, maintain, and operate its own safety measures, protocols, personnel, or systems to encourage and ensure the security of City, its agents, officers, employees, licensees and invitees, and the Recreational Areas ("**City's Safety Measures**"); provided, however, that City must obtain prior written approval from District prior to employing City's Safety Measures and provided that all of City's Safety Measures are compatible with District's Safety Measures.

18. **Accident/Incident Reporting.** City shall keep written accident/incident reports in accordance with City's usual practices and in compliance with any applicable City policies, including its record retention schedule, and any other applicable laws. Any accident/incident reports relating to the facilities on the Recreational Areas shall be provided to District at District's request. City shall notify District of incidents requiring notification to the City's Risk Manager per City's policies or practices and any related written accident/incident reports shall be provided to District at District's request. District shall provide City with notice of incidents that may implicate the City's maintenance obligations on the Recreational Areas, including any accident/incident reports if applicable.
- 18.1. Submission of written accident/incident reports shall be made pursuant to the section entitled "Notices" and by email to District's Director of Maintenance, Operations & Transportation.
19. **Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly and initially by representatives of the Parties in the following manner:
- 19.1 If a dispute should arise, an authorized representative for each Party will meet in person or by teleconference within thirty (30) calendar days of receipt of written notice of the dispute to attempt to resolve the dispute. Prior to such meeting, the Party bringing the dispute will draft and submit to the other Party a written description, including any factual support, of the disputed matter. After receiving this written description, the other Party will provide a written response within a reasonable period of time.
- 19.2 If no resolution of the dispute occurs at this meeting, the issue will be elevated to an executive-level manager of each Party (i.e. Superintendent or higher-level executive manager for District and Assistant City Manager or higher-level executive for City). Each Party's executive-level manager will meet in person or by teleconference as soon as practical, but, in no event, later than thirty (30) calendar days after the matter has been referred to them, with the initial meeting to occur at a location to be selected by the Parties.
- 19.3 If the dispute remains unresolved sixty (60) calendar days after receipt of written notice of the dispute, and either Party is not willing to continue informal dispute resolution, the Parties agree to submit the dispute to nonbinding mediation.
- 19.4 If the Parties are not able to agree on a mediator, either Party may request the American Arbitration Association or other acceptable mediation service to nominate a mediator. The Parties will share the cost of the mediator equally.
- 19.5 In the event mediation is unsuccessful, either Party may submit such dispute to Santa Clara County Superior Court.
20. **Termination.** Termination of this Agreement may be for convenience or cause as specified below. Additionally, the Parties' right to terminate this Agreement may be exercised as to a particular School Site or Recreational Areas or any combination of School Sites or Recreational Areas.
- 20.1. **Termination for Convenience.** Either Party may terminate this Agreement by providing written Notice of Termination at least one year prior to the effective date of the termination. Neither Party shall be required to provide just cause for termination in the Notice of Termination.

- 20.2. **Termination for Cause.** Either Party may terminate this Agreement immediately for cause. Cause shall include, without limitation:
- 20.2.1. Material breach of this Agreement by City or District;
 - 20.2.2. Any act by City exposing District to liability to others for personal injury or property damage; or
 - 20.2.3. City is adjudged bankrupt, City makes a general assignment for the benefit of creditors or a receiver is appointed on account of City's insolvency.
- 20.3. **Termination by Judgment.** This Agreement may also be terminated by a judgment specifically providing for termination.
- 20.4. Either Party may provide a reasonable period for the defaulting Party to “cure” the default, at the non-defaulting party’s sole discretion. If District terminates for cause, City’s rights in the Recreational Areas shall terminate upon City’s receipt of Notice of Termination from District. Upon receipt of District’s Notice of Termination, City shall surrender and vacate the Recreational Areas in the condition required under this Agreement.
- 20.5. The foregoing provisions are in addition to and not a limitation of any other rights or remedies in law or equity available to District and/or City.
- 20.6. Upon termination of this Agreement, City shall be responsible to restore the Recreational Area(s) to the condition required by the School Site Attachments hereto.
- 20.7. Notwithstanding the foregoing, such termination shall have no effect on City’s rights under the following agreements:
- 20.7.1. The Agreement for the Mutual Construction, Ownership, Maintenance, and Operation of a Sports Center (currently Whisman Sports Center), dated May 28, 1992;
 - 20.7.2. The Agreement Between Mountain View Whisman School District and the City of Mountain View for the Design and Construction of the Permanente Creek Trail Extension from Rock Street to W. Middlefield Road (Crittenden Middle School Site), dated June 21, 2016;
 - 20.7.3. The Joint Ownership and Use Agreement for the Graham School Gymnasium (currently Mountain View Sports Pavilion), dated October 16, 1984;
 - 20.7.4. The Inter-Agency Disposition and Development Agreement (DDA) Between the City of Mountain View and Mountain View-Whisman School District Park Area/Reservoir Project Graham Middle School, dated October 1, 2013;
 - 20.7.5. The Agreement Between the City of Mountain View and Whisman School District, Santa Clara County, State of California, for Joint Use of the Whisman School Site for Park and Recreation Purposes, dated February 17, 1994; and

20.8. Additionally, such termination shall have no effect on the City's and the public's rights of use contained in the School Site Attachments for:

20.8.1. The restrooms at Mariana Castro Elementary School & Gabriela Mistral Elementary School, Crittenden Middle School, Graham Middle School, Amy Imai (formerly Huff) Elementary School, Edith Landels Elementary School, Stevenson/Theuerkauf Elementary Schools, and Jose Antonio Vargas Elementary School; and

20.9. If District terminates for convenience or for cause, the City shall be reimbursed for the costs of any construction/improvements/amenities on the Recreational Areas and referenced in the School Site Attachments that are not removed by City upon any such termination. The price to be paid by the District to the City shall be a sum equal to the installation costs (e.g., all costs incurred in connection with installation, including, but not limited to, labor, materials, and equipment) of the item(s) constructed by City in the Recreational Areas, less one-twenty-fifth (1/25) of the installation costs for each year or part of a year that has elapsed following the installation by City of the improvements.

21. **Mutual Indemnification**

21.1. To the fullest extent permitted by California law, the City shall defend, indemnify, and hold harmless the District, its departments, elected officials, officers, directors, agents and employees (collectively "Indemnified Parties") from and against any and all losses, liabilities, claims (including, but not limited to, claims for property damage, personal injury, and wrongful death), actions, lawsuits, judgments, costs, and expenses of any kind, nature, and description, including reasonable attorneys' fees, resulting from or arising directly or indirectly out of: 1) a material breach of one or more terms of this Agreement by the City or its elected officials, officers, agents or employees; 2) a negligent or intentional act or omission of the City, or its elected officials, officers, agents or employees in performance of this Agreement or use of the Recreational Areas, or 3) a violation of any applicable federal, state or local laws by the City or its elected officials, officers, agents or employees in performance of this Agreement or use of the Recreational Areas.

21.2. To the fullest extent permitted by California law, the District shall defend, indemnify, and hold harmless the City, its departments, elected officials, officers, directors, agents and employees (collectively "Indemnified Parties") from and against any and all losses, liabilities, claims (including, but not limited to, claims for property damage, personal injury, and wrongful death), actions, lawsuits, judgments, costs, and expenses of any kind, nature, and description, including reasonable attorneys' fees, resulting from or arising directly or indirectly out of: 1) a material breach of one or more terms of this Agreement by the District or its elected officials, officers, agents or employees; 2) a negligent or intentional act or omission of the District or its elected officials, officers, agents or employees in performance of this Agreement or use of the Recreational Areas, or 3) a violation of any applicable federal, state or local laws by the District or its elected officials, officers, agents or employees in performance of this Agreement or use of the Recreational Areas.

21.3. Each Party agrees to promptly provide the other Party written notice of any claim of loss, injury, or damage subject to this indemnification provision and to cooperate with the Indemnifying Party in the defense against any such claim and all related settlement

negotiations to the extent that cooperation does not conflict with the Indemnified Parties' interests.

22. **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 as additional insured.
23. **Acknowledgement of Partnership/Signs.** In recognition of the value of the partnership between District and City created by this Agreement, District agrees to work with City staff to find a way to recognize and acknowledge this partnership and the City's contribution to the management, maintenance, and enhancement of the Recreational Areas on existing and new signs located at the Recreation Areas and/or School Sites. In addition, City may, at City's sole cost, have the right and entitlement to place a sign on the Recreational Areas to advertise City's uses, provided City obtains the prior written approval and consent of District of all aspects of any sign, including the location, size, verbiage and appearance of each sign. District's approval and consent shall not be unreasonably withheld. Any signs shall be at City's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of City's signs, District agrees to cooperate with City in obtaining any governmental permits which may be necessary. Throughout the Term of this Agreement City shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. District shall not remove, modify, or alter any signs placed by City without City's prior written approval. At the termination of this Agreement, City shall remove any signs which it has placed on the Recreational Areas and shall repair any damage caused by the installation or removal of City's signs.
24. **Termination of Prior Joint Use Agreements.** On the Effective Date of this Agreement, all prior Joint Use Agreements between District and City related to use of Recreation Areas shall terminate, shall have no further force or effect, and shall be superseded and replaced in their entirety by this Agreement.
 - 24.1. Notwithstanding the foregoing, such termination shall have no effect on City's rights under the following agreements:
 - 24.1.1. The Agreement for the Mutual Construction, Ownership, Maintenance, and Operation of a Sports Center (currently Whisman Sports Center), dated May 28, 1992;
 - 24.1.2. The Agreement Between Mountain View Whisman School District and the City of Mountain View for the Design and Construction of the Permanente Creek Trail Extension from Rock Street to W. Middlefield Road (Crittenden Middle School Site), dated June 21, 2016;
 - 24.1.3. The Joint Ownership and Use Agreement for the Graham School Gymnasium (currently Mountain View Sports Pavilion), dated October 16, 1984;
 - 24.1.4. The Inter-Agency Disposition and Development Agreement (DDA) Between the City of Mountain View and Mountain View-Whisman School District Park Area/Reservoir Project Graham Middle School, dated October 1, 2013; and

24.1.5. The Agreement Between the City of Mountain View and Whisman School District, Santa Clara County, State of California, for Joint Use of the Whisman School Site for Park and Recreation Purposes, dated February 17, 1994.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or sent by overnight delivery service, addressed as follows:

District: Mountain View Whisman School District 1400 Montecito Avenue [200 San Pierre Way] Mountain View, CA 94403 Attn: Chief Business Officer	City: City of Mountain View City Hall 500 Castro Street (P.O. Box 7540) Mountain View, CA 94039 Attn: Community Services Director
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Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

26. **Compliance with All Laws.** District and City shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Recreational Areas, and shall faithfully observe in use of the Recreational Facilities all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act (“CEQA”) and its implementing regulations) and all District policies, rules and regulations (“Environmental Laws”).

26.1. District declares that, to the best of its knowledge and to the knowledge of its governing board members, officers, employees, and agents or contractors, that there are no environmental hazards and/or toxic substances of any kind on or near the Recreational Areas.

26.2. District and City shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Recreational Facilities and any improvements by District and City or its respective agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). District and City shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection

Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- 26.3. District and City will promptly notify the other Party in writing if either Party has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Recreational Facilities in violation of Environmental Laws. Each Party shall promptly provide copies to the other Party of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Recreational Facilities or compliance with Environmental Laws. Each Party shall promptly supply the other Party with copies of all notices, reports, correspondence, and submissions made by City to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Each Party shall promptly notify the other Party of any liens threatened or attached against the Recreational Facilities pursuant to any Environmental Laws.
- 26.4. District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than ten (10) business days' notice to City (except in the event of an emergency, in which case, no notice will be required), inspect the Recreational Facilities to determine whether City is complying with City's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and City may agree.
- 26.5. City shall indemnify, defend (by counsel reasonably approved in writing by District), protect, release, save and hold harmless District and District Parties from and against any and all Claims arising from any breach of City's covenants under this Section.
27. **Civic Center Act.** The Parties understand and agree that use of school facilities and grounds as a civic center, including but not limited to scheduling, use, fee collection, is governed by the Civic Center Act, California Education Code section 38130; *et seq.*, and City agrees to comply with the Civic Center Act in its management of the use of school facilities or grounds in performance of this Agreement.
- 27.1. Notice. If District believes City is not complying with the Civic Center Act in performance of this Agreement, District shall provide City written Notice of Noncompliance describing with specificity 1) what District believes City is doing or has done that does not comply with the Civic Center Act and 2) what District believes City must do to come in compliance with the Civic Center Act.
- 27.2. Dispute. If upon review of any Notice of Noncompliance from District, City disagrees with District's allegations of noncompliance and the Parties cannot resolve its dispute over compliance with the Civic Center Act, either Party shall have the right to immediately terminate this Agreement. Any termination pursuant to this subsection shall be subject to the termination provisions set forth in Subsections 20.4 - 20.9 above.

- 27.3. **Indemnification.** Notwithstanding the mutual indemnification provisions set forth in Section 21 above, City may but shall not be required to defend and indemnify District, its departments, elected officials, officers, directors, agents or employees from and against any and all losses, liabilities, claims (including, but not limited to, claims for property damage, personal injury, and wrongful death), actions, lawsuits, judgments, costs, and expenses of any kind, nature, and description, including reasonable attorneys' fees, resulting from or arising directly or indirectly out of any alleged violation of the Civic Center Act unless District has provided written notice in accordance with Subsection 27.1 above or City knew or reasonably should have known of the alleged violation.
28. **Modification.** This Agreement, or any Attachments attached hereto, may be amended only by written instrument signed by both Parties. The governing body of each Party must approve the Agreement and Attachments and any changes or modifications thereto. Notwithstanding the foregoing, changes to the School Site Attachments to reflect the City's construction/improvements/amenities pursuant to this Agreement shall not be considered an amendment or modification subject to the requirements of this Section 37 if such construction/improvements/amenities have prior written approval of the District in accordance with the section herein entitled "Alterations and Improvements".
29. **Subcontract, Assignment and Sublease.** City shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or sublet all or part of the Recreational Areas. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.
30. **Incorporation of Recitals and Attachments.** The Recitals and each Attachments attached hereto are hereby incorporated herein by reference.
31. **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
32. **Mutual Drafting.** This Agreement is the result of the Parties' joint efforts, and each of them and their respective legal counsel have reviewed this Agreement and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and therefore there shall be no construction against either Party based on any presumption of that Party's involvement in the drafting thereof.
33. **Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Clara County.
34. **No Attorney Fee/Cost Recovery.** In the event of any legal action (including mediation or arbitration) to enforce or interpret this Agreement, the Parties understand and agree that the prevailing party shall not be entitled to recover attorneys' fees and other costs and expenses (including expert witness fees). Each Party shall bear their own costs, expenses, and attorney's fees incurred in or arising out of any legal action (including mediation or arbitration) to enforce or interpret this Agreement.

- 35. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 36. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 37. **Non-Severability.** In the event any article, provision, clause, sentence, or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the entirety of this Agreement shall be considered null and void, and neither party shall have any further obligations or rights under this Agreement. The parties expressly intend that the validity and enforceability of all other provisions of this Agreement are interdependent and inseparable from each other.
- 38. **Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written.
- 39. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 40. **Authority to Execute.** The individuals signing below represent and warrant that they have authority to bind their respective Party to the terms and conditions set forth in this Agreement, and all necessary approvals to sign on behalf of their respective Party have been obtained.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2023

Dated: _____, 2023

Mountain View Whisman School District

City of Mountain View

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: Superintendent

Print Title: City Manager

ATTACHMENT 1
SCHOOL SITE ATTACHMENT FOR
BENJAMIN BUBB ELEMENTARY SCHOOL

1. The Parties agree that City has installed the following improvements in the Recreation Areas as defined on the attached map labeled "Bubb Elementary School":
 - 1.1 Horseshoe pit (1)
 - 1.2 Bleachers (2)
 - 1.3 Soccer Goals (2)
 - 1.4 Irrigation controller (1)
 - 1.5 Trash Cans (4)

2. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:
 - 2.1 City Maintenance Obligations:
 - 2.1.1 City shall mow, fertilize, irrigate, and aerate the grass and maintain the horseshoe pit, baseball field and bleachers in the Recreation Areas as defined on the attached map. Maintenance of the baseball field includes replacing worn bases and collecting trash around the ballfield.
 - 2.1.2 City agrees to pick up the trash Saturday through Monday, on District Holidays and District breaks from school.

 - 2.2 District Maintenance Obligations:
 - 2.2.1 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.
 - 2.2.2 District agrees to pick up the trash Tuesday through Friday during the school year unless such day falls on a District Holiday or during a District break from school.

3. The Parties agree that each shall have the following obligations for utilities in the Recreation Areas:
 - 3.1 City shall pay for irrigation water and electricity.

4. District agrees that City may store Youth Sports Organization (YSO) and Community Emergency Response Team (CERT) materials in the Recreation Areas as indicated on the attached map.

5. **Restoration: Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.**

Bubb Elementary School



- | | | |
|--|---|--|
|  City Maintained Areas |  Bike Rack |  Water Fountain |
|  City Parcel |  Dog Waste Station |  Playground |
|  School District Parcel |  Sign |  Fitness |
|  BBQ |  Table |  Restroom |
|  Seating |  Trashcan |  Storage |



ATTACHMENT 2
SCHOOL SITE ATTACHMENT FOR
MARIANA CASTRO & GABRIELA MISTRAL ELEMENTARY SCHOOLS

1. The Parties agree that City has installed the following improvements in the Recreation Areas as defined on the attached map labeled "Castro/Mistral Elementary School:"
 - 1.1 Water Fountain (1)
 - 1.2 Playground (1)
 - 1.3 Irrigation controller (1)
 - 1.4 Trash Cans (3)

2. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:
 - 2.1 City Maintenance Obligations.
 - 2.1.1 City shall mow, fertilize, irrigate, and aerate the grass and maintain the playground and water fountain in the Recreation Areas as defined on the attached map.
 - 2.1.2 City agrees to pick up the trash Saturday through Monday, on District holidays and District breaks.
 - 2.2 District Maintenance Obligations.
 - 2.2.1 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.
 - 2.2.2 District agrees to pick up the trash Tuesday through Friday during the school year unless such day falls on a District holiday or during a District break.

3. The Parties agree that each shall have the following obligations for utilities in the Recreation Areas.
 - 3.1 City shall pay for irrigation water.
 - 3.2 District shall pay for water for the water fountain located adjacent to City playground.

4. District agrees that City may store Youth Sports Organization (YSO) materials in the Recreation Areas as indicated on the attached map.

5. **Restoration: Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.**

Castro & Mistral Elementary School



- | | |
|--|--|
|  City Maintained Areas |  Sign |
|  School District Parcel |  Trashcan |
|  Seating |  Water Fountain |
|  Bike Rack |  Playground |
|  Dog Waste Station | |



ATTACHMENT 3
SCHOOL SITE ATTACHMENT FOR
O.J. COOPER ELEMENTARY SCHOOL SITE

1. The Parties agree that City has installed the following improvements in the Recreation Areas as defined on the attached map labeled "Cooper Park":
 - 1.1 Water fountains (2)
 - 1.2 Bleachers (4)
 - 1.3 Soccer Goals (2)
 - 1.4 Irrigation controller (1)
 - 1.5 Trash cans (5)
 - 1.6 Ballfields (2)

2. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:
 - 2.1 City Maintenance Obligations:
 - 2.1.1 City shall mow, fertilize, irrigate, and aerate the grass and maintain the water fountains, baseball fields, and bleachers in the Recreation Areas as defined on the attached map. Maintenance of the baseball fields includes replacing worn bases.

 - 2.2 District Maintenance Obligations:
 - 2.2.1 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.

3. The Parties agree that each shall have the following obligations for utilities in the Recreation Areas:
 - 3.1. City shall pay for the irrigation water and electricity.

4. Restoration: Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.

Cooper Park



- | | |
|--|---|
|  City Maintained Areas |  Fitness |
|  City Parcel |  Restroom |
|  School District Parcel |  Storage |
|  Water Fountain |  Dog Park Off Leash Area |



**ATTACHMENT 4
SCHOOL SITE ATTACHMENT FOR
CRITTENDEN MIDDLE SCHOOL**

1. Previous Agreement(s). The Parties have previously entered into the following agreements related to this Site:
 - 1.1 Agreement for the Mutual Construction, Ownership, Maintenance and Operation of a Sports Center, Dated May 28, 1992; and
 - 1.2 Agreement between Mountain View Whisman School District and the City of Mountain View for the Design and Construction of the Permanente Creek Trail Extension from Rock Street to W. Middlefield Road, Dated June 21, 2016.

This School Site Attachment is supplemental to the terms and conditions of the above listed agreements. If there is a conflict between the agreements listed above and this agreement, the terms of the agreements listed above will govern.

2. The Parties agree that City has installed the following improvements in the Recreation Areas as defined on the attached map labeled "Crittenden Middle School":
 - 2.1 Water fountains (3)
 - 2.2 Bleachers (6)
 - 2.3 Soccer Goals (2)
 - 2.4 Irrigation controller (3)
 - 2.5 Trash Cans (12)
 - 2.6 Track and Synthetic Field
 - 2.7 Athletic Fields and Track Lighting
 - 2.8 Restroom renovation
3. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:
 - 3.1 City Maintenance Obligations:
 - 3.1.1 City shall mow, fertilize, irrigate, and aerate the grass and maintain the water fountains, baseball field, bleachers, and scorekeeper booth in the Recreation Areas as defined on the attached map. Maintenance of the baseball fields includes replacing worn bases and picking up trash around the baseball field.
 - 3.1.2 City shall maintain the track and field, and trail easement.

3.1.3 City maintains the restroom adjacent to the Track. City shall schedule and pay for janitorial services.

3.1.4 City agrees to pick up the trash Saturday through Monday, on District Holidays and District breaks from school.

3.2 District Maintenance Obligations:

3.2.1 District agrees to not permit eating on the synthetic fields and to clean up the fields in the Recreation Areas if there is litter present after the school lunch hour.

3.2.2 District agrees to pick up the trash Tuesday through Friday during the school year unless such day falls on a District Holiday or during a District break from school.

3.2.3 District shall be responsible for the shot-put net.

3.2.4 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.

3.3 The maintenance of the Whisman Sports Center shall be pursuant to the Agreement for the Mutual Construction, Ownership, Maintenance and Operation of a Sports Center, Dated May 28, 1992.

4. The Parties agree that each shall have the following obligations for utilities in the Recreation Areas:

4.1 City shall pay for the water for the water fountains and irrigation, and electricity for the lights.

5. District agrees that City may store Youth Sports Organization (YSO) materials in the Recreation Areas as indicated on the attached map.

6. Restoration: Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.

Crittenden Middle School



- | | |
|--|--|
|  City Maintained Areas |  Restroom |
|  City Parcel |  Storage |
|  School District Parcel |  Field Lights |
|  School District Responsibility |  Permanente Creek Trail |
|  Water Fountain | |



**ATTACHMENT 5
SCHOOL SITE ATTACHMENT FOR
GRAHAM MIDDLE SCHOOL**

1. Supplemental Agreement(s). The Parties have entered into the following agreements related to this School Site that are supplemental to the terms and conditions of this Agreement:

- 1.1 Joint Ownership and Use Agreement Graham School Gymnasium, Dated October 16, 1984; and

- 1.2 Interagency Disposition and Development Agreement between the City of Mountain View and Mountain View Whisman School District – Park Area/Reservoir Project, Dated October 1, 2003 (“DDA”).

This School Site Attachment is supplemental to the terms and conditions of the above listed agreements. If there is a conflict between the agreements listed above and this agreement, the terms of the agreements listed above will govern.

2. The Parties agree that City has installed the following improvements in the Recreation Areas as defined on the attached map labeled “Graham Middle School”:

- 2.1 Water fountains (2)

- 2.2 Soccer goals (6)

- 2.3 Irrigation controller (3)

- 2.4 Bleachers (6)

- 2.5 Trash cans (17)

- 2.6 Ballfield (1)

- 2.7 Restroom and Concession Building (1)

- 2.8 Athletic Field and Track as referenced in the agreements referenced in Sections 1.1 and 1.2 of this Attachment 5. City replaced synthetic turf in 2019.

3. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:

- 3.1 City Maintenance Obligations:

- 3.1.1 City shall mow, fertilize, irrigate, and aerate the grass and maintain the turf, track, baseball field, and water fountains in the Recreation Areas as defined on the attached map. Maintenance of the baseball field includes replacing worn bases.

3.1.2 City agrees to pick up the trash Saturday through Monday, on District Holidays and District breaks from school.

3.1.3 City maintains the restroom adjacent to the Track. City shall schedule and pay for janitorial services.

3.2 District Maintenance Obligations:

3.2.1 District agrees to not permit eating on the synthetic fields and to clean up the fields in the Recreation Areas if there is litter present after the school lunch hour.

3.2.2 District agrees to pick up the trash Tuesday through Friday during the school year unless such day falls on a District Holiday or during a District break from school.

3.2.3 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.

3.3 The maintenance of the Mountain View Sports Pavilion shall be pursuant to the DDA.

4. The Parties agree that each shall have the following obligations for utilities in the Recreation Areas:

4.1 City shall pay for the water for irrigating the field as well as the water fountains, and electricity.

5. District agrees that City may store Youth Sports Organization (YSO) materials in the Recreation Areas as indicated on the attached map.

6. Restoration: Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.

Graham Middle School



- | | |
|--|--|
|  City Maintained Areas |  Water Fountain |
|  School District Parcel |  Fitness |
|  Seating |  Restroom |
|  Sign |  Storage |
|  Trashcan | |



ATTACHMENT 6
SCHOOL SITE ATTACHMENT FOR
AMY IMAI (FORMERLY HUFF) ELEMENTARY SCHOOL

1. The Parties agree that City has installed the following improvements in the Recreation Areas as defined on the attached map labeled "Amy Imai Elementary School":
 - 1.1 Bleachers (2)
 - 1.2 Soccer Goals (4)
 - 1.3 Irrigation controller (1)
 - 1.4 Trash cans (2)




2. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:
 - 2.1 City Maintenance Obligations:
 - 2.1.1 City shall mow, fertilize, irrigate, and aerate the grass and maintain the ballfield and bleachers in the Recreation Areas as defined on the attached map. Maintenance of the baseball fields includes replacing worn bases.
 - 2.1.2 City agrees to pick up the trash Saturday through Monday, on District Holidays and District breaks from school.
 - 2.2 District Maintenance Obligations:
 - 2.2.1 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.
 - 2.2.2 District shall also maintain the perimeter of park area including pathways, weed control, and pruning of shrubs and trees.
 - 2.2.3 District agrees to pick up the trash Tuesday through Friday during the school year unless such day falls on a District Holiday or during a District break from school.

3. The Parties agree that each shall have the following obligations for utilities in the Recreation Areas:
 - 3.1 City shall pay for irrigation water.
 - 3.2 District shall pay for electricity.

4. District agrees that City may store Youth Sports Organization (YSO) materials in the Recreation Areas as indicated on the attached map.
5. Restoration: Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.

Amy Imai Elementary School



- | | |
|--|--|
|  City Maintained Areas |  Sign |
|  School District Parcel |  Trashcan |
|  Seating |  Fitness |
|  Bike Rack |  Storage |
|  Dog Waste Station | |



ATTACHMENT 7
SCHOOL SITE ATTACHMENT FOR
EDITH LANDELS ELEMENTARY SCHOOL

1. The Parties agree that City has installed the following improvements in the Recreation Areas as defined on the attached map labeled "Landels Elementary School":
 - 1.1 Water fountain (1)
 - 1.2 Playground (1)
 - 1.3 Bleachers (3)
 - 1.4 Soccer Goals (2)
 - 1.5 Irrigation controller (1)
 - 1.6 Trash cans (4)

2. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:
 - 2.1 City Maintenance Obligations:
 - 2.1.1 City shall mow, fertilize, irrigate, and aerate the grass and maintain the baseball field, water fountain, and playground in the Recreation Areas as defined on the attached map. Maintenance of the baseball fields includes replacing worn bases.
 - 2.1.2 City agrees to pick up the trash Saturday through Monday, on District Holidays and District breaks from school.

 - 2.2 District Maintenance Obligations:
 - 2.2.1 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.
 - 2.2.2 District agrees to pick up the trash Tuesday through Friday during the school year unless such day falls on a District Holiday or during a District break from school.

3. The Parties agree that each shall have the following obligations for utilities in the Recreation Areas:
 - 3.1 City shall pay for water for the water fountain and irrigation.

4. District agrees that City may store Youth Sports Organization (YSO) materials in the Recreation Areas as indicated on the attached map.

5. **Restoration: Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.**

Landels Elementary School



- | | | |
|------------------------|-------------------|----------------|
| City Maintained Areas | Bike Rack | Water Fountain |
| City Parcel | Dog Waste Station | Playground |
| School District Parcel | Sign | Fitness |
| Seating | Trashcan | |



ATTACHMENT 8
SCHOOL SITE ATTACHMENT FOR
MONTA LOMA ELEMENTARY SCHOOL

1. The Parties agree that City has installed the following improvements in the Recreation Areas as defined on the attached map labeled "Monta Loma Elementary School":
 - 1.1 Play Structure (1)
 - 1.2 Restrooms / Toilets and Concession Storage Building (1)
 - 1.3 Water fountains (2)
 - 1.4 Picnic tables (4)
 - 1.5 Workout equipment
 - 1.6 Bleachers (6)
 - 1.7 Irrigation controller (1)

2. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:
 - 2.1 City Maintenance Obligations:
 - 2.1.1 City shall mow, fertilize, irrigate, and aerate the grass and maintain the water fountains, baseball fields, bleachers, picnic tables, workout equipment, and playground in the Recreation Areas as defined on the attached map. Maintenance of the baseball fields includes replacing worn bases.
 - 2.1.2 City maintains the restroom adjacent to the baseball field. City shall schedule and pay for janitorial services.
 - 2.1.3 City agrees to pick up the trash Saturday through Monday, on District Holidays and District breaks from school.

 - 2.2 District Maintenance Obligations:
 - 2.2.1 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.
 - 2.2.2 District agrees to pick up the trash Tuesday through Friday during the school year unless such day falls on a District Holiday or during a District break from school.

3. The Parties agree that each shall have the following obligations for utilities in the Recreation Areas:








3.1 City shall pay for irrigation water and electricity.

4. District agrees that City may store Youth Sports Organization (YSO) materials in the Recreation Areas as indicated on the attached map.

5. Restoration: Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.

Monta Loma Elementary School



- | | | |
|--|--|--|
|  City Maintained Areas |  Trashcan |  Restroom |
|  School District Parcel |  Water Fountain |  Storage |
|  Seating |  Playground |  Concession |
|  Table |  Fitness | |



**ATTACHMENT 9
SCHOOL SITE ATTACHMENT FOR
STEVENSON/THEUERKAUF ELEMENTARY SCHOOLS**

1. The Parties agree that City has installed the following improvements in the Recreation Areas as defined on the attached map labeled "Stevenson/Theuerkauf Elementary Schools":

- 1.1 Water fountains (2)
- 1.2 Playground (1)
- 1.3 Bleachers (8)
- 1.4 Batting Cage (1)
- 1.5 Soccer Goals (4)
- 1.6 Irrigation controller (3)
- 1.7 Restroom/Toilets and Concession/Storage Buildings
- 1.8 Tennis courts

2. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:

2.1 City Maintenance Obligations:

- 2.1.1 City shall mow, irrigate, and aerate the grass and maintain the water fountains, ball fields, bleachers, playground, and tennis courts in the Recreation Areas as defined on the attached map. Maintenance of the ball fields includes replacing worn bases.
- 2.1.2 City maintains the restroom adjacent to the ball field. City shall schedule and pay for janitorial services.
- 2.1.3 City agrees to pick up the trash Saturday through Monday, on District Holidays and District breaks from school.

2.2 District Maintenance Obligations:

- 2.2.1 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.
- 2.2.2 District agrees to pick up the trash Tuesday through Friday during the school year unless such day falls on a District Holiday or during a District break from school.

3. The Parties agree that each shall have the following obligations for utilities in the Recreation Areas:













3.1 City shall pay for irrigation water and electricity.

4. District agrees that City may store Youth Sports Organization (YSO) materials in the Recreation Areas as indicated on the attached map.

5. Restoration: Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.

Stevenson / Theuerkauf Elementary Schools



- | | | |
|--|--|---|
|  City Maintained Areas |  Seating |  Restroom |
|  City Parcel |  Table |  Storage |
|  School District Parcel |  Water Fountain |  Concession |
|  School District Responsibility |  Playground |  Irrigation Pump |
| |  Fitness | |



**ATTACHMENT 10
SCHOOL SITE ATTACHMENT FOR
JOSE ANTONIO VARGAS (FORMERLY SLATER) ELEMENTARY SCHOOL**

1. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:

1.1 City Maintenance Obligations:

1.1.1 City shall maintain the synthetic turf field in the Recreation Areas as defined on the attached map labeled "Jose Vargas Elementary School."

2.1.2 City maintains the restroom adjacent to the field. City shall schedule and pay for janitorial services.

1.1.3 City agrees to pick up the trash Saturday through Monday, on District Holidays and District breaks from school.

1.2 District Maintenance Obligations:

1.2.1 District agrees to not permit eating on the synthetic fields and to clean up the fields in the Recreation Areas if there is litter present after the school lunch hour.

1.2.2 District shall be responsible for maintenance of the tree including planting, establishing, and trimming, in the Recreation Areas.

1.2.3 District agrees to pick up the trash Tuesday through Friday during the school year unless such day falls on a District Holiday or during a District break from school.

1.2.4 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.

1.2.5 District shall maintain the perimeter of the Recreation Areas including landscaping, ween control, and pruning of shrubs and trees.

2. District agrees that City may store YSO materials in the Recreation Areas as indicated on the attached map.

3. **Restoration:** Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.

Jose Vargas Elementary School



-  City Maintained Areas
-  School District Parcel
-  City Parcel
-  Sign

ATTACHMENT 11
SCHOOL SITE ATTACHMENT FOR
WHISMAN SCHOOL SITE

1. Previous Agreement(s). The Parties have entered into the following agreements related to this School Site:

- 1.1 Agreement Between the City of Mountain View and Whisman School District, Santa Clara County, State of California, for Joint Use of the Whisman School Site for Park and Recreation Purposes, Dated February 17, 1994.

The Parties are hereby entering into this Agreement related to this Site that is supplemental to the terms and conditions of the above listed agreements. If there is a conflict between the agreements listed above and this agreement, the terms of the agreements listed above will govern.

2. The Parties agree that City has installed the following improvements in the Recreation Areas as defined on the attached map labeled "Whisman School":

- 2.1 Restrooms / Toilets and Storage Buildings
- 2.2 Tennis courts (4)
- 2.3 Soccer Goals (2)
- 2.4 Irrigation controller (4)

3. The Parties agree that each shall have the following maintenance obligations in the Recreation Areas:

- 3.1 City Maintenance Obligations:

- 3.1.1 City shall mow, fertilize, irrigate, and aerate the grass and maintains the tennis courts in the Recreation Areas as defined on the attached map. Maintenance of the baseball fields includes replacing worn bases and picking up trash around the field.
- 3.1.2 City maintains the restroom adjacent to the parking lot. City shall schedule and pay for janitorial services.
- 3.1.3 Pursuant to the Agreement Between the City of Mountain View and Whisman School District, Santa Clara County, State of California, for Joint Use of the Whisman School Site for Park and Recreation Purposes, Dated February 17, 1994, City shall continue to maintain the Stevens Creek Trail.

3.2 District Maintenance Obligations:

3.2.1 District shall be responsible for maintenance of the trees, including planting, establishing, and trimming, in the Recreation Areas.

4. The Parties agree that each shall have the following obligations for utilities in the Recreation Areas:

4.1 City shall pay for irrigation water and electricity.

5. Restoration: Upon termination of the Joint Use Agreement Between the City of Mountain View and Mountain View Whisman School District, the City shall restore the Recreational Areas in the same condition and standard as City-maintained open spaces.

Whisman School



- | | | | | | |
|--|------------------------|--|-------------------|--|------------|
| | City Maintained Areas | | Seating | | Trashcan |
| | City Parcel | | Bike Rack | | Playground |
| | School District Parcel | | Dog Waste Station | | Fitness |
| | SFPUC Property | | Sign | | Restroom |
| | BBQ | | Table | | Storage |

