



Meeting Date: 10 / 09 / 12

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Other <u>Study Session</u>

Prepared By: Michael Henderson *MA* Agenda Item No. R-1
 Reviewed By: City Manager *JRP* City Attorney *MA* Finance *JC* Other (Specify) _____

DATE: September 24, 2012

TO: City Council

FROM: Michael Henderson, General Services Superintendent *MA*
City Manager Department

SUBJECT: Review of Joint Use Agreement between the City of Oxnard and the Rio School District

RECOMMENDATION

That City Council receives this report and provides direction to staff regarding the joint use agreement.

DISCUSSION

In 1996 the City of Oxnard entered into the Joint Use School/Park Lease Agreement for the Acquisition, Maintenance, Operation and Use of the Rio Rosales Elementary School and East Village Park. This agreement was amended in July of 2000 and again in May of 2002. Under the current agreement the City of Oxnard is responsible for the construction of the park and the School District is responsible for all park maintenance. The southern one-half of the park (approximately 3 acres) will be opened to the public at all times and the northern one-half of the park (approximately 3 acres) will be opened to the public when school is not in session. The northern one-half of the park serves as the Rio Rosales Elementary School playground when school is in session. However, the School District, like many school districts across the state, does not have the funding necessary to properly maintain this 6 acre park/school playfield site.

Therefore, in order to move forward with the park construction, operation and maintenance it is recommended that the City enter into a Revised Joint Use Agreement with the Rio School District that would provide a level of park maintenance that allows and encourages community activities for the City's "joint" residents.

A framework for a revised Joint Use Park Agreement is as follows:

1. City agrees to construct the 6 acre park
2. City agrees to maintain the 6 acre park (instead of Rio School District)
3. City agrees to lease, at no cost to Rio School District, the northerly 1/2 of the 6 acre park to Rio School District to use as a school play field for 55 years, but only as long as the adjacent school site is used as a school

To fairly compensate the City for taking on the obligation to maintain the park:

4. Rio School District (RSD) forgives payment from the City for ½ the cost of designing and constructing restrooms adjacent to Rio Rosales School (approximately \$204,000)
5. RSD deeds a 15' strip of land (11,614 sf) between the school site and the park to the City to incorporate into the park
6. RSD will pay for water and utilities at the normal city rates (approximately \$18,000/year)
7. RSD will pay for 50% of the cost to install and repair the fence and gates around the northern ½ of the 3 acre park (approximately \$35,000 for RSD)
8. RSD will lease to the City for 55 years, at no cost to the City, the 1.17 acres of land adjacent to the fire station just northwest of the intersection of Simon Way and Vineyard Avenue
9. RSD agrees to donate the snack bar equipment to the City to use in another park location (approximately \$14,000 value)

If the City of Oxnard has the use of the property at the end of Turnout Lane, the City would no longer need to use the property, approximately 1.4 acres located on River Park Blvd., as the site for the River Park Communities Facility District (CFD) maintenance building. However, this new site is large enough only for the maintenance buildings. There is a site for the City's park offices, the current River Park LLC Information Center, located at the south end of Central Park on Oxnard Boulevard. River Park LLC is interested in working with the City to turn over to the City the Information Center for the City's park offices. Shea Properties has expressed an interest in purchasing the 1.4 acre site on River Park Boulevard from the City. If approved the City could sell the 1.4 acres to Shea Properties, build the maintenance building on the 1.17 acres of land at the end of Turnout Lane, and take over ownership of the River Park Information Center Building at the south end of Central Park for park offices. The River Park CFD would then have a maintenance facility at the end of Turnout Lane and staff offices and public meeting room space at the south end of Central Park.

On Wednesday, September 26, City staff made this presentation to the Parks, Recreation and Community Services Commission. The presentation was favorably received by the Commission and they unanimously voted to forward the commission's recommendation in favor of this new joint use agreement to City Council.

FINANCIAL IMPACT

The full financial impact has yet to be analyzed. The financial impact details will be described in the future report.

- Attachment #1 - First Amendment to First Amended & Restated Joint Use Agreement 2002
2 - First Amended and Restated Joint Use Agreement 2002
3 - Original Agreement

FIRST AMENDMENT TO FIRST AMENDED AND RESTATED JOINT USE SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION, MAINTENANCE, OPERATION AND USE OF THE NEW ELEMENTARY SHOOOL AND PARK IN THE EAST VILLAGE OF THE NCSP AREA

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED JOINT USE SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION, MAINTENANCE, OPERATION AND USE OF THE NEW ELEMENTARY SCHOOL AND PARK IN THE EAST VILLAGE OF THE NCSP AREA ("Amendment") entered into effective May 7, 2002 amends THE FIRST AMENDED AND RESTATED JOINT USE SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION, MAINTENANCE, OPERATION AND USE OF THE NEW ELEMENTARY SCHOOL AND PARK IN THE EAST VILLAGE OF THE NCSP AREA, ("Agreement") entered into on the 12th day of July, 2000, by and between the City of Oxnard, a municipal corporation, hereinafter referred to as CITY, and the Rio School District of Ventura County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT, (collectively the "PARTIES"). This Amendment amends various provisions of the Agreement as set forth herein.

RECITALS

All capitalized and initially capitalized terms in this Amendment have the same meaning as the same terms have in the Agreement.

The PARTIES entered into the Agreement to establish recreational facilities which serve the needs of the general public, CITY and DISTRICT for recreational facilities.

CITY now owns all of lot K, described in the Agreement. The DISTRICT owns all of lot L, described in the Agreement. Under the Agreement, CITY grants to DISTRICT, a leasehold interest in all of lot K for the Permanent School Lease Term, on the terms and conditions set forth in the Agreement. The Permanent School Lease Term has not commenced as of the date of this Amendment.

DISTRICT has determined that DISTRICT does not require or desire to include the southern half of lot K as part of the property leased by CITY to the DISTRICT during the Permanent School Lease Term.

CITY is willing to lease to DISTRICT only the northern one half of lot K during the Permanent School Lease Term, however, CITY requires that the maintenance obligations of DISTRICT as set forth in the Agreement continue as stated therein.

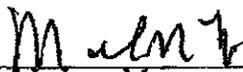
NOW, THEREFORE, CITY and DISTRICT do mutually agree as follows:

1. Notwithstanding any references or implications to the contrary in the Agreement, the property leased to DISTRICT by CITY under the Permanent School Lease shall be the northern half of lot K. The property leased to DISTRICT under the Permanent School Lease shall not include the southern half of Lot K.

2. At the expiration of the Interim School Lease Term, all right, title, and interest to the southern half of lot K shall revert to and vest in CITY.
3. All references in the Agreement to the PARTIES' use, restrictions on CITY use, and DISTRICT right to use lot K during the Permanent School Lease Term shall be interpreted as pertaining to the northern half of lot K and not to the southern half of lot K.
4. The Tot lot referenced in paragraph 9 of the Agreement shall be constructed on the southern half of lot K.
5. Notwithstanding the provisions of paragraphs 1, 2, and 3 hereinabove, DISTRICT shall retain the responsibility to maintain all of lot K as set forth in the Agreement.
6. Except as amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect.

THE CITY OF OXNARD:

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA:



Manuel Lopez, Mayor



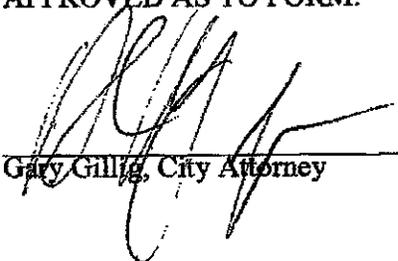
Ms. Yolanda M. Benitez, Superintendent

ATTESTATION:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary Gillig, City Attorney

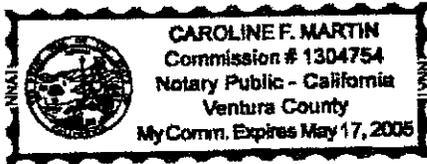
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FOR NOTARIZATION OF YOLANDA M. BENITEZ:

STATE OF CALIFORNIA)
) ss
COUNTY OF VENTURA)

On this 2nd day of May, 2002, before me, the undersigned, a Notary Public in and for the State Of California, with principal office in the County of VENTURA, residing therein, duly commissioned and sworn, personally appeared Yolanda m. Benitez, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.



Caroline F. Martin
NOTARY PUBLIC
In and for the State of California

NOTARY SEAL

RECORDED AT REQUEST OF

Government Code

SEC. 6103

WHEN RECORDED MAIL TO

City of Oxnard
City Clerk's Office
305 West Third Street
Oxnard, CA 93030.

(FOR RECORDER'S USE ONLY)

First Amended and Restated Joint Use
School/Park Lease Agreement

Amending Document No.

ATTACHMENT NO. 1

PAGE 5 OF 5

FIRST AMENDED AND RESTATED JOINT USE SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION, MAINTENANCE, OPERATION AND USE OF THE NEW ELEMENTARY SCHOOL AND PARK IN THE EAST VILLAGE OF THE NCSP AREA

THIS FIRST AMENDED AND RESTATED JOINT USE SCHOOL/PARK LEASE AGREEMENT FOR THE ACQUISITION, MAINTENANCE, OPERATION AND USE OF THE NEW ELEMENTARY SCHOOL AND PARK IN THE EAST VILLAGE OF THE NCSP AREA, ("Agreement") is entered into on this 12th day of July, 2000, by and between the City of Oxnard, a municipal corporation, hereinafter referred to as CITY, and the Rio School District of Ventura County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT, (collectively the "PARTIES"). This Agreement amends, restates various provisions of, and supercedes the original Joint Use School/Park Lease Agreement entered into on the 18th day of June, 1996.

RECITALS

It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment of recreational facilities which can serve the needs of the general public, CITY and DISTRICT.

It is economically and socially advantageous to construct, maintain and operate such facilities on the City-owned site, described further below, adjacent to the Elementary School in the East Village of the Northeast Community Specific Plan (NCSP) area.

The estimated average life of all improvements to be constructed on said City-owned site is no greater than the term of this lease.

Development of the East Village of the NCSP Area and of surrounding property has proceeded earlier than originally anticipated, creating a need for school facilities in the East Village sooner than originally planned by DISTRICT.

Two developers in the East Village, Centex Homes and Catelus Community Dynamics Homes (together the "Developers") have been granted an amendment to the NCSP to allow a higher density of development than that on which the original NCSP School Facility Agreement was based.

To mitigate this increased density of development, Developers, CITY and DISTRICT have entered into an Addendum to the NCSP School Facility Agreement (the "Addendum") that provides for additional mitigation in addition to the fee rate established in the NCSP School Facility Agreement.

The additional mitigation in the Addendum includes a cash payment by the Developers to DISTRICT for the construction of an interim school when the cumulative total number of building permits issued reaches twenty percent (20%) of the cumulative total number of building

permits to be issued for the two Developers' developments pursuant to Developers' final maps (the "Project"), in order to mitigate the impact of early, higher density development of this portion of the NCSP on DISTRICT.

It is to the mutual benefit of CITY and DISTRICT to cooperate in the establishment of interim school and recreational facilities which can serve the needs of the general public, CITY and DISTRICT, as soon as sufficient population has been generated by the surrounding developments to utilize these facilities.

It is economically and socially advantageous to construct, maintain and operate a reduced scale interim school and park/playground facilities on a City-owned site adjacent to the new elementary school site in the East Village of the NCSP area until DISTRICT is able to construct permanent school facilities on the school site and CITY is able to construct permanent park/playground facilities on the City-owned site, rather than transporting students living in these areas to more distant facilities.

DISTRICT and CITY, as of the date of this Agreement, own lots K and L of tract 5136-1 as shown on the map recorded as 137 MR 72 in the Official Records of the County of Ventura, a copy of which is attached hereto as Addendum A. CITY and the DISTRICT presently each own approximately one half of each lot. DISTRICT owns the northerly one half of each lot and CITY owns the southerly one half of each Lot. CITY and DISTRICT have agreed and represented to the Local Agency Formation Commission for the County of Ventura that CITY and DISTRICT will adjust their ownership interests in lots K and L so CITY will own lot K (the westerly lot) and DISTRICT will own lot L (the easterly lot) of tract 5136-1.

NOW, THEREFORE, CITY and DISTRICT do mutually agree as follows:

1. **Property.** The real property covered by this Agreement shall consist of that parcel of land, a portion of which is owned by CITY and a portion of which will be acquired pursuant to this Agreement described as lot K on tract map 5136-1 ("lot K"). Lot K is approximately one-half of the property necessary for an elementary school site, as set out in State Education guidelines. The balance of the property necessary for a school site under State Education guidelines is lot L of tract map 5136-1 ("lot L" or the "school site"). Lot K and the school site are described herein as the "Project." Lot K and lot L are each approximately 6.43 gross acres in size. CITY and DISTRICT agree that the actual lot lines of lot K and lot L shall be adjusted within 60 days after approval of this Agreement, whether by lot line adjustment, quitclaim deed or, if the parties cannot otherwise agree, by grant deed, so that DISTRICT will own all of lot L and CITY will own all of lot K. The actual location of the school shall be on lot L.

2. **Term.**

a. CITY hereby grants to DISTRICT a leasehold interest, on the terms described in this Agreement, in lot K for a term of fifty-five (55) years, or for as long as the adjacent school site is operated by DISTRICT, whichever condition shall expire first (the "Permanent School lease term"). CITY grants DISTRICT an option to renew this lease for an additional lease term of twenty (20) years or for as long as

the adjacent school site is operated by DISTRICT, whichever condition shall expire first. The date of commencement of the Permanent School lease term shall be the date DISTRICT shall occupy the adjacent school site on lot L. DISTRICT will be deemed to have occupied the school site when students begin attending classes at a school constructed on the site. DISTRICT shall file written certification of the date of occupation within thirty (30) days thereof with the City Clerk of CITY. All references to days shall mean calendar days.

- b. CITY hereby grants to DISTRICT a leasehold interest (the "Interim School lease") in the southern one-half (1/2) of lot K ("Interim School lease site") for a term commencing on July 1, 2000, and continuing until the DISTRICT occupies the permanent school site as the term "occupies" is defined in paragraph 2a above, or until September 15, 2003, whichever first occurs (the "Interim School lease term"). The Interim School Lease is for the purpose of allowing DISTRICT to construct and operate a temporary interim school, while a permanent school is being constructed on lot L. DISTRICT shall pay all costs of site grading, preparation, construction, operation, and subsequent dismantling of the interim school and all other improvements constructed by DISTRICT on the Interim School lease site, provided that if any facilities constructed by CITY are incorporated into park improvements, CITY will reimburse DISTRICT for the actual direct cost of those improvements. The Interim School lease site shall be returned to CITY at the end of the Interim School lease term in the same condition in which the site existed immediately prior to the commencement of the Interim School lease term, unless CITY, at the end of the Interim School lease term, agrees in writing to accept the Interim School lease site in a different condition. In addition, DISTRICT shall pay to CITY an amount equal to any increased cost to CITY of designing and constructing park facilities on lot K occasioned by the design and/or construction of such park facilities in phases because of DISTRICT's occupation of the Interim School site.
- c. DISTRICT will dismantle and remove the interim school buildings and site improvements from the Interim School Lease site in phases, as permanent facilities are constructed. As DISTRICT does so, DISTRICT shall offer to CITY to Terminate DISTRICT's Leasehold Interest in those portions of the Interim School lease site no longer needed by DISTRICT, so as to allow the use of such areas for park purposes. CITY will, acting in its sole good faith discretion, determine whether such portions of the Interim School lease site are reasonably suited in size and location for park use and whether CITY is able to then construct park facilities, and if so, will accept termination of the leasehold interest for such portions of the Interim School lease site as are no longer needed by DISTRICT.
- d. Provided DISTRICT is not then in default under the Interim School lease, CITY hereby grants to DISTRICT, for consideration of \$1.00, a leasehold interest (the "Parking lease") in property in the southeast quadrant of the lower one half (1/2) of lot K adjacent to lot L ("Parking lease site") for a term commencing on September 15, 2003, and continuing until DISTRICT has substantially completed construction

of the permanent school facilities on lot L or until September 15, 2005, whichever is earlier. The exact location and size of the Parking lease site will be determined by mutual agreement of DISTRICT and CITY, and the site shall be of a size to accommodate twenty five (25) automobiles.

- e. DISTRICT will construct and dismantle or remove improvements on the Interim School site and will construct permanent facilities on lot L according to the schedule attached hereto as Addendum C.

3. **Consideration.** Good, valuable, and adequate consideration exists in the mutual benefit enjoyed and the legal detriment incurred by CITY and DISTRICT as a result of their entering into and fulfilling this Agreement. In addition, if DISTRICT fails to return the Interim School lease site (with the exception of the Parking lease site) to CITY in the condition provided for in this Agreement on or prior to September 15, 2003, the parties agree that the sum of \$153.00 per day is the fair rental value of the Interim School lease site for purposes of establishing rental amounts and hold over damages under this Agreement.

4. **Use of Property.** Lot K shall be used by DISTRICT and CITY exclusively for the purpose of constructing, maintaining, and operating facilities for public education and for general park and recreation purposes for the use of the general public and for no other purpose.

5. **City Use of Lot K.**

- a. During the Permanent School lease term, CITY shall have exclusive use of the facilities in lot K for general park and recreational purposes to be used by the general public at all such times as are not reserved for DISTRICT use pursuant to paragraph 6, except that DISTRICT shall have a priority for the use of lot K, after making prior arrangements with CITY, for DISTRICT-sponsored events. DISTRICT shall notify CITY of such use as soon as the use of lot K is approved by DISTRICT as set forth in paragraph 7. CITY shall have the right to sponsor and/or coordinate recreational programs using the facilities in lot K during non-school hours for such programs and subject to the provisions of paragraph 11.F and upon giving prior notice to DISTRICT.
- b. During the Interim School lease term, DISTRICT shall have exclusive use of the Interim School lease site, composed of approximately 3.21 acres, on which the interim school facilities are located. CITY, at its option, may elect to utilize the balance of lot K as a portion of the park/playground to be constructed by CITY pursuant to the terms of this Agreement. If so, the provisions of sections 11 and 16 shall apply to all planning and construction and CITY and DISTRICT shall mutually agree to the scheduling of construction. If CITY elects to utilize the balance of lot K as part of a park/playground, the times of use of the park/playground by CITY and DISTRICT shall be governed by the provisions of section 5, subsection a and in section 6, subsection a.
- c. CITY shall have exclusive full time use of the tot lot referenced in paragraph 9.

6. **District Use of Lot K.**

- a. During the Permanent School lease term, DISTRICT shall have exclusive use of lot K and all facilities therein except the tot lot referenced in paragraph 8, Monday through Friday, from thirty (30) minutes before the beginning of the school day until thirty (30) minutes after the close of the school day, on each and every day that school is in session.
- b. As stated above, during the Interim School lease term, DISTRICT shall have exclusive use of the southern one-half of lot K and all facilities therein. Unless and until CITY elects to build park/playground facilities on the balance of lot K or any part thereof, DISTRICT shall have the right to utilize the balance of lot K for interim playground facilities, which DISTRICT may construct and DISTRICT may remove at DISTRICT's sole expense. Such facilities will be removed by DISTRICT upon request by CITY indicating that CITY is ready to commence construction of permanent park/playground facilities. In any event, DISTRICT shall be responsible, during the Interim School lease term, for weed abatement of the remaining portion of lot K in accordance with the requirements of the Oxnard City Code and all other provisions of law.
- c. During the Parking lease term, DISTRICT shall have exclusive use of the Parking lease site, comprised of property sufficient for the parking of twenty five (25) automobiles.

7. **District Approved Procedures.** Any person or organization described in Education Code Section 38130 et seq., the Civic Center Act (the "Act") wanting to use the facilities in lot K for an event as provided in the Act, shall submit an application for a facility-use permit to DISTRICT in compliance with the Act and DISTRICT's Civic Center program. DISTRICT may charge such person fees for use of the facilities in lot K as provided in the Act. DISTRICT shall provide a copy of each approved application for use of the facilities in lot K to CITY within a reasonable time prior to the time of use, if the use is during a time of exclusive CITY use. CITY shall notify DISTRICT as promptly as possible, but at least seven calendar days before the date of any CITY sponsored activity for the same time period which utilizes facilities in lot K. If a civic center permit or DISTRICT-sponsored event and a CITY-sponsored activity for use of the same facilities are both scheduled for the same time period, the use scheduled first shall take priority and the other activity, event, or use may be scheduled for another time or location.

8. **District and City Use of Restroom Facilities Adjacent to Lot K.** During the Permanent School lease term set forth in Section 2, subsection A, DISTRICT shall construct both boys and girls restrooms at an agreed location for use by persons set out in paragraphs 4, 5, and 7 above. CITY shall pay one-half of the cost of design and construction of the restroom facilities.

9. **Tot Lot.** A tot lot shall be planned for and developed on lot K for use during the Permanent School lease term. This tot lot shall be available to the neighborhood residents to be

used as a tot lot or other similar facility during the hours of dawn to dusk.

10. District Responsibilities.

- a. Beginning on the date of commencement of the Permanent School lease term DISTRICT shall maintain lot K in a neat, clean and workmanlike manner. All maintenance and repairs in lot K shall be accomplished by DISTRICT employees or by DISTRICT's contractors or by volunteers or nonprofit organizations directly under the control of DISTRICT. If CITY and/or DISTRICT form or participate in a special district which funds maintenance of recreation or park facilities which include this area, maintenance of these facilities shall be included within that special district. During the Interim School lease term, DISTRICT shall maintain the Interim School lease site in a neat, clean and workmanlike manner. District shall also maintain the remainder of lot K as set forth in paragraph 6.b above.
- b. Except as required by law or set forth in this agreement, DISTRICT shall not lease or sublease lot K or any portion of lot K without CITY's express consent in writing.
- c. DISTRICT shall allow the kindergarten play yard to be used by the neighborhood community at any time thirty (30) minutes after the close of the school day and on all days school is not in session and CITY shall be responsible for public use of open District property during those hours except when DISTRICT is performing maintenance or repair in this area.
- d. DISTRICT shall provide all necessary irrigation water and electricity to operate control clocks for lot K.

11. City Responsibilities.

- a. During the Permanent School lease term, CITY shall construct or cause to be constructed on lot K at CITY's sole cost and expense (except as provided in paragraph 2.b. and 6.b. above) such recreational facilities as are mutually agreed upon between CITY and DISTRICT. Plans and specifications for such facilities and for final grading, paving, and drainage plans for lot K shall be approved by CITY and DISTRICT prior to commencement of construction to ensure compatibility between the school site and lot K. The parties will each pay or reimburse to the party which has made payment fifty percent (50%) of the cost of all off-site improvements necessary for access to and construction of the Project, including, but not limited to, streets, sidewalks, storm drains, water and sewer lines, and any required access roads (the Off-Site Improvements). Reimbursement by DISTRICT to CITY shall occur at the time DISTRICT begins construction of its school facilities, or at such earlier time that DISTRICT has sufficient funds available from fees collected pursuant to the "School Facility Agreement" for the Northeast Community Specific Plan area. If DISTRICT does not build a school on the school site, it shall reimburse CITY at the time of sale or disposition of the

school site. Either party may receive reimbursement from a third party for any of the costs incurred by such party pursuant to this paragraph, and such reimbursements shall not affect this agreement for cost sharing and reimbursement between DISTRICT and CITY.

- b. Cost of construction shall include any hazardous material remediation required to comply with legal requirements for public park use. City shall not be responsible for any additional remediation costs due to the potential use of the site for school purposes. In addition should either DISTRICT or CITY determine, acting reasonably and in good faith that the cost of hazardous material remediation is so great that it is commercially or fiscally impossible to use the property subject to this Agreement for such party's intended purposes, then such party may notify the other of its determination, provide the other party with all information necessary to analyze the determination and the basis for the determination, and cancel this Agreement. The reasonableness and good faith of any determination made under this paragraph are subject to review in any legal proceeding which may be initiated by either party.
- c. CITY shall be responsible for litter collection and removal for events sponsored by CITY.
- d. CITY shall construct a tot lot for young children in lot K during the Permanent School lease term.
- e. CITY shall provide irrigation water to DISTRICT for irrigation of lot K at one-half CITY's normal rate upon commencement of the Permanent School lease term.
- f. If CITY sponsors and/or coordinates a recreational program or other use using lot K, CITY shall coordinate with District and be responsible for authorizing such use and cleanup after such use.

12. **Joint Review.** CITY and DISTRICT shall meet annually prior to January 1 of each year to review the joint use of lot K, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost provided in this Agreement may be revised for the subsequent year upon the mutual consent of both CITY and DISTRICT, evidenced by a written amendment to this Agreement, executed by CITY Manager and DISTRICT Superintendent. CITY and DISTRICT may meet more often as needed pursuant to the request of either party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to DISTRICT Superintendent and CITY Manager who shall meet together and resolve the matter.

13. **Neighborhood Cooperation and Involvement.** CITY and DISTRICT shall both continually cooperate and coordinate with the neighborhood in which the school/park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success and full acceptance of a joint use school/park facility. CITY and DISTRICT shall involve

the neighborhood by making the residents responsible for many of the school/park programs including the tot lot, restrooms, clean up, etc. CITY and DISTRICT shall participate with and attend neighborhood council meetings as requested.

14. **Commencement of Work.** The date of commencement of work referred to in section 11(a) shall be mutually agreed upon by CITY and DISTRICT. CITY shall give DISTRICT sixty (60) days written notice of such commencement of work. Upon completion, of such work, CITY shall furnish DISTRICT with complete "reproducible record" drawings including catalog cuts of equipment, within sixty (60) days of completion.

15. **California Environmental Quality Act Compliance and Annexation to City and Water Districts.** DISTRICT shall act as lead agency for compliance with the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"). CITY shall act as a responsible agency with regard to any and all issues related to or arising out of use of lot K as a joint use school/park. CITY and DISTRICT shall perform all acts necessary to annex the school site and lot K into the City of Oxnard and Callegas and Metropolitan Water Districts. CITY and DISTRICT shall each pay one-half of the cost of compliance by DISTRICT and CITY and annexation, including the cost of any litigation challenging the CEQA compliance and annexation for this project.

16. **Construction Phase.**

- a. Upon notice to CITY, DISTRICT shall have the right to use undeveloped portions of lot K for material storage and stockpiling of top soil and any and all other construction-related property needs during construction of the school, so long as such use does not interfere with or delay park construction. For all of lot K so utilized, DISTRICT shall be responsible for all maintenance and security during the period of use.
- b. CITY and DISTRICT shall each design their respective facilities and shall both coordinate joint planning. CITY shall design the park facilities, subject to DISTRICT approval, which approval shall not be unreasonably withheld. CITY shall advertise, bid and administer construction of the park in conformity with all legal requirements.
- c. DISTRICT may give CITY at least three hundred sixty (360) days notice of the date on which the Permanent School lease term will commence. If the park facilities have not been completed by that date, CITY shall provide a schedule for completion of construction of park facilities within thirty (30) days of the date of the Notice, which schedule shall be subject to mutual agreement by the parties. If CITY fails to provide a schedule to DISTRICT or at any time during the subsequent construction period fails to comply with the schedule, DISTRICT may, at its discretion and with prior notice to CITY, perform any or all of CITY's duties for construction of the park facilities described in this agreement; provided that any CITY obligation to construct park facilities shall arise only if DISTRICT has returned possession of Lot K to CITY. The costs of DISTRICT's performance of

those duties shall be allocated as stated in this agreement.

- d. CITY shall pay all DISTRICT expenses which are to be paid by CITY from Quimby fees and from fees collected from developers of multi-family residential units in the NCSP area as CEQA mitigation measures for increased need for park or recreation space, calculated in the same matter as Quimby fees, as they are collected from development within the NCSP area. DISTRICT shall have first claim for those fees until fully reimbursed.
- e. If District builds interim park/playground facilities as permitted by paragraph 6.b., District shall pay all costs of construction, security, maintenance and removal of those facilities unless such facilities are incorporated into the permanent park/playground facilities. In that case, CITY shall reimburse DISTRICT for the actual direct cost of facilities that are incorporated into the permanent park/playground.
17. **Costs of Site Acquisition.** The parties agree that each party shall bear one-half of all costs of acquisition of the school site and Lot K, including but not limited to costs for tests, inspections, engineering, legal, fees for annexation to CITY and Callegas and Metropolitan Water Districts which are not allocated on a per-acre basis or borne by seller, and any other related expenses whether incurred by DISTRICT or CITY.
18. **Replacement of Equipment.** CITY and DISTRICT will share equally all replacement costs for capital improvements and equipment on Lot K and school site areas accessible to the public during non-school hours, including but not limited to paving, striping, and landscaping.
19. **General Terms and Conditions.** CITY and DISTRICT hereby agree to the following sixteen general terms and conditions:

GENERAL TERMS AND CONDITIONS

1. **Improvements.** No improvements shall be installed in Lot K nor shall construction of said improvements commence until plans and specifications for said improvements are reviewed, approved, and signed by both parties. Maintenance standards for the facilities are set forth in Addendum B attached hereto and incorporated herein by this reference. All improvements installed upon Lot K by DISTRICT shall remain the property of DISTRICT during the term of the leasehold and will be removed by DISTRICT upon request by CITY at termination of the leasehold, and Lot K shall be returned to CITY free of all legal encumbrances. In the event DISTRICT does not so remove said improvements upon expiration of the Agreement, or any extension thereof, as requested in writing by CITY, CITY may remove, or sell, or destroy the same at DISTRICT's expense.

2. **Barriers.** DISTRICT and CITY agree to the construction of appropriate barriers around the school site perimeter with pedestrian entrances, with one-half (½) the cost of the fence paid by each party to the Agreement.

gate & fences

3. **Quiet Possession.** DISTRICT and CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy Lot K during the time periods assigned to each for the term aforesaid, subject to the terms of this Agreement.
4. **Entry and Inspection.** CITY reserves, and shall always have the right, subject to reasonable notice during DISTRICT's hours of use, to enter upon Lot K for the purpose of viewing and ascertaining the condition thereof.
5. **Assignment.** Neither DISTRICT nor CITY shall assign this Agreement or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.
6. **Compliance with Law.** At its sole cost and expense DISTRICT and CITY shall comply, and shall secure compliance by persons within the control and authority of each, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force in the use of the premises by persons within the control and authority of each.
7. **Assigns.** Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.
8. **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 any other term, covenant, or condition of this Agreement.
9. **Administration of Agreement: Notices.** Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Rio School District, 3300 Cortez Street, Oxnard, California 93030, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Control and administration of this Agreement is under the jurisdiction of the City manager as to CITY's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon CITY may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030. Any notice or notices given or served as provided herein shall be effective and binding for all purposes, upon the principals of the parties so served upon personal service or forty-eight (48) hours after

mailing in the manner required herein.

10. **Remedies.** In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days after the service of written notice upon the defaulting party as provided in paragraph 8, specifying the default complained of, then the party that gave such written notice may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

11. **Indemnity.** CITY agrees to indemnify and save DISTRICT, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person or property caused by the independent acts of CITY, its agents or employees in connection with the performance of this Agreement and the use of Lot K. DISTRICT agrees to indemnify and save CITY, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of DISTRICT, its agents or employees in connection with the performance of this Agreement and the use of Lot K. CITY shall indemnify and defend DISTRICT from and against any and all claims against DISTRICT resulting from the use or occupancy of Lot K during the periods of CITY's possession of Lot K, including the use of Lot K by the general public unless caused by the independent acts of DISTRICT. DISTRICT shall indemnify and defend CITY from and against any and all claims against CITY resulting from the use or occupancy of Lot K during the periods of DISTRICT's possession of Lot K, unless caused by the independent acts of CITY.

12. **Insurance.** DISTRICT represents to CITY that DISTRICT is legally self insured for its public liability, and property damage risk through the Ventura County Schools Self-Funding Authority (VCSSFA), a joint powers agreement (JPA) for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. DISTRICT's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of DISTRICT in Lot K or any person acting for DISTRICT or under DISTRICT's control or direction in Lot K. Such public liability and property damage insurance JPA participation shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. DISTRICT shall submit proof of JPA participation to the Finance Director of CITY on or before the commencement of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by DISTRICT shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to CITY by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

Neither DISTRICT nor CITY shall use or permit the use of Lot K for any purpose other than those allowed by this Agreement. DISTRICT at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering Lot K, buildings and appurtenances during DISTRICT's use. CITY at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering Lot K, its buildings and appurtenances during CITY's use and control, including but not limited to the period during the construction of the facilities and prior to DISTRICT occupancy.

CITY represents to DISTRICT that CITY is legally self-insured for its public liability risk for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. CITY's self-insurance shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of CITY in Lot K or any person acting for CITY or under CITY's control or direction in Lot K. Such public liability and property damage self-insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. CITY shall submit proof of self-insurance to DISTRICT on or before the commencement of this Agreement, indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by CITY shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to DISTRICT by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

13. **Legal Proceedings.** The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights thereunder.

14. **Verbal Agreements.** The Agreement contains the complete expression of the whole agreement between the parties hereto and no promises, representations, agreements, warranties, or inducements will be given effect, except as are fully set forth herein. This contract cannot be renewed, enlarged, modified, or changed in any respect except by written agreement between the parties.

15. **Severance.** If any part of the Agreement is found by a court to be void or voidable, that part shall be severed from the remainder hereof, the latter to remain in full force and effect.

16. **Nondiscrimination.** DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, this Amendment is executed by the City of Oxnard acting by

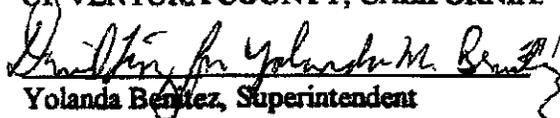
and through its Mayor upon approval of the City Council, authorizing such execution, and by the Rio School District, acting by and through its Superintendent pursuant to a Resolution of its Board of Trustees.

THE CITY OF OXNARD:



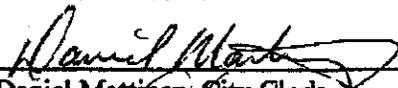
Dr. Manuel M. Lopez, Mayor 6/27/00

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA:



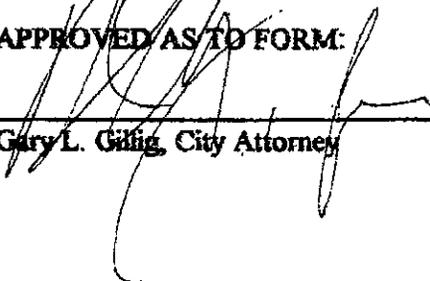
Yolanda Benitez, Superintendent 7/13/00

ATTESTATION:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Galig, City Attorney

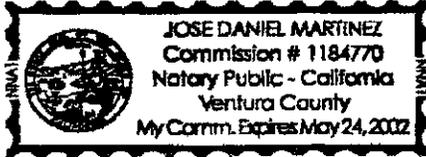
THIS DOCUMENT MUST BE NOTARIZED

FOR NOTARIZATION OF DR. MANUEL M. LOPEZ, MAYOR:

STATE OF CALIFORNIA)
) ss
COUNTY OF VENTURA)

On this 27 day of June, 2000, before me, Jose Daniel Martinez the undersigned, a Notary Public in and for the State of California, with principal office in the County of Ventura, residing therein, duly commissioned and sworn, personally appeared Dr. Manuel M. Lopez, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.



Jose Daniel Martinez
NOTARY PUBLIC
In and for the State of California

NOTARY SEAL

FOR NOTARIZATION OF YOLANDA BENITEZ

STATE OF CALIFORNIA)
) ss
COUNTY OF VENTURA)

On this 13th day of July, 2000, before me, Lois M. Haag the undersigned, a Notary Public in and for the State of California, with principal office in the County of Ventura, residing therein, duly commissioned and sworn, personally appeared David Lopez, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

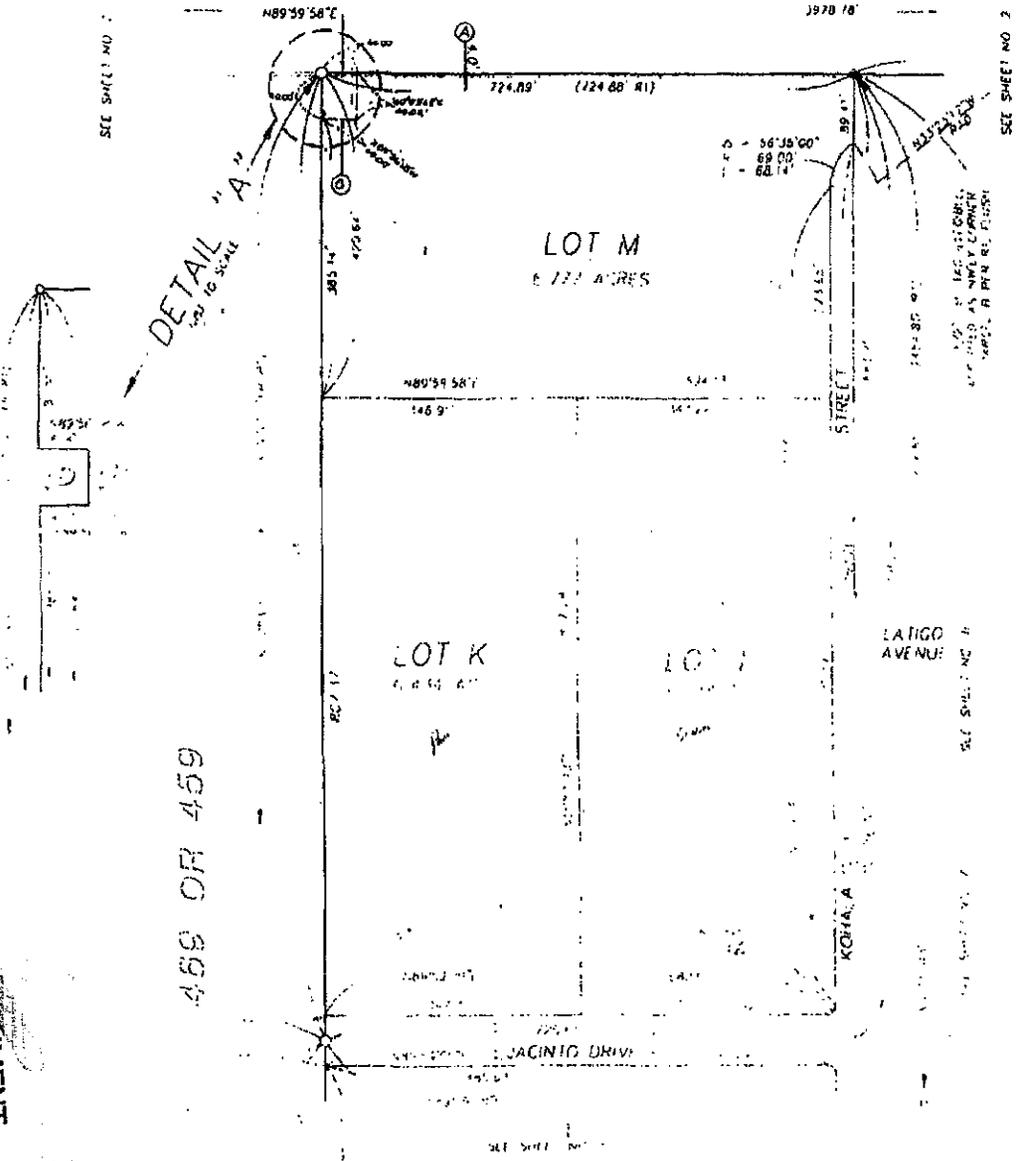
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.



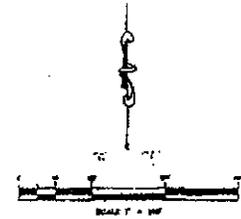
Lois M. Haag

NOTARY PUBLIC
In and for the State of California

NOTARY SEAL



- EASEMENT NOTES:
- ① A 4.00' EASEMENT OR RIGHT OF WAY PER BOOK 10, PAGE 115 OF RECORDS.
 - ② EASEMENT IN FAVOR OF RICHARD F. MAULHARDT FOR ACCESS, USE OF AND MAINTENANCE OF WATER WELL PER DOCUMENT NO. 93-082816 OF OFFICIAL RECORDS.



TRACT NO. 5136-1

IN THE CITY OF OXNARD, COUNTY OF VENTURA,
STATE OF CALIFORNIA.

BEING A SUBDIVISION OF PARCELS A AND B OF PARCEL MAP NO. 3786, AS SHOWN ON MAP FILED IN BOOK 32, PAGES 54A AND 55 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,
JULY, 1998

ATTACHMENT
 EXHIBIT
 PAGE 16 OF 29
 A
 2

CITY OF OXNARD/RIO SCHOOL DISTRICT
LANDSCAPE AND PARK MAINTENANCE SPECIFICATIONS

1. GENERAL CONDITIONS

A. Scope of Work:

Rio School District (District) shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape and park improvements, as illustrated in Exhibit 1, Area I in a safe, attractive and usable condition.

B. Workforce:

District shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times.

C. Materials:

All materials shall conform to City of Oxnard and/or District specifications. District will meet all Agricultural licensing and reporting requirements.

D. Notice of Defect:

City of Oxnard shall give District 48 hours' notice to correct any problem or defect discovered in the performance of work required under this contract.

E. Interference:

District agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

F. Work Schedules:

The District shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

11. SPECIAL CONDITIONS

A. Litter Control:

All areas of maintenance responsibility including paved parking shall be kept free of all trimmings, grass cuttings and litter, including broken glass or other such debris. All

trimmings, litter and debris shall be removed and disposed off-site at the District's expense. Litter pickup and removal shall be done on a bi weekly basis (twice a week) and shall include sidewalks adjacent to areas of responsibility

B) Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to the Parks and Facilities Superintendent quarterly in January, April, July and October. The City reserves the right to request District to change watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by the District.

The District shall be responsible for the maintenance of all irrigation systems and their parts. Included in the system are: backflow prevention devices, electrical irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and manufacturer's installation recommendations unless approved by the Parks and Facilities Superintendent. All other irrigation replacement shall be subject to approval by the Parks and Facilities Superintendent. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. District shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at the District's expense. All irrigation controllers shall be turned off during periods of rain by the District, turned on and reprogrammed at the completion of each rainy day as necessary.

C) Fertilization:

All turf grass shall be fertilized by the contractor six times a year (July, September, November, January, March, May). All shrubbery and ground cover shall be fertilized three times a year (October, March, June). Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/ground cover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet

ATTACHMENT 2

EXHIBIT B

PAGE 19 OF 29

D. Soil Aeration:

The District shall be responsible for soil aeration for all turf grass area two times per year, in October and May. Aeration shall be done with a power-driven aerifier using 1/2-inch coring line.

E. Thatch Removal:

The District shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driven Verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the District's expense. The October thatch removal shall precede the October aeration process.

F. Pesticide Application:

The District shall be responsible for the control and elimination of weeds, insects, rodents and diseases affecting all plant material. The District shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner as required by law. District will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. Upon completion of the application, the District shall submit to the Parks and Facilities Superintendent a copy of all pesticide use reports. District shall provide name and license number of personnel spraying chemicals.

G. Weed Control:

All turf grass areas will be kept weed-free and treated for broadleaf weed control twice a year in the fall and spring. All shrub bed and ground cover areas shall be kept in a friable condition and free of weeds either manually or with chemicals.

All curbs and paved walkways and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures, will be kept weed free. Herbicides may be used for weed control.

H. Pruning and Edging of Shrubs and Ground covers:

The District shall be responsible for the pruning of all shrubs and ground cover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic. Pruning shall be done according to the natural growth of each individual plant to maintain

proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods. Vines on walls shall be maintained at a height of six inches below top of wall.

I. Mowing and Edging:

The District shall be responsible for mowing and edging all turf grass areas. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Mowing shall normally occur once a week during the growing season to maintain the proper height. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods. The District shall be required to pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized.

J. Tree Maintenance:

All pruning work shall conform to the most current standards set forth by either the Western Chapter ISA or National Arborist Association. If conflicts exist between the standards then Western Chapter ISA pruning standards take precedence. See Attachments 2 and 3. Pruning, shaping, structuring, and trimming of trees shall be done once every two years. Any removal of trees must first be approved by the Parks and Facilities Superintendent. No topping of trees will be allowed. Tree trimming shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs.

The District shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. The District shall follow the attached tree staking detail (Attachment 1). The District shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is being caused by girdling. The District shall take all precautions necessary to prevent damage to trees by mowers, string trimmers or any other device used to accomplish the maintenance.

K. Landscape Replacement:

Landscape areas which fail to perform well shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and communicated to the Parks and Facilities Superintendent for review and recommendations for replanting.

L. Vandalism, Theft and Graffiti:

The District shall be responsible for repairing acts of vandalism, theft and graffiti, and shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti would include but not be limited to: shrubs, trees, vines, turf, ground covers, all walls and signs, backflow devices, irrigation controllers, remote control vales, valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

M. Water and Electrical Costs:

The District shall be responsible for paying all water and electrical costs at the site; except as referenced in the Lease Agreement between City and District.

N. Inspections:

District or representative shall be available to perform regular inspections of the area with the Parks and Facilities Superintendent or his representative. Inspections will occur once per month at an agreed-upon time. Safety inspections shall be performed and recorded per Supplement Number 1 of these specifications.

O. Response and Inquiries:

The District shall be required to respond (within 30 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. District shall have sufficient staff available to respond to emergencies such as: emergency tree work, water main break, irrigation failure and other emergencies that may occur.

SUPPLEMENT NUMBER 1

FORMAL SAFETY INSPECTIONS

In keeping with the City of Oxnard's concern for safety, comprehensive, formal inspections of all park grounds, structures and fixtures shall be performed routinely to locate safety hazards which might otherwise go undetected during normal inspections or the course of normal maintenance operations. Formal, comprehensive safety inspections shall be performed at least once a month and shall be performed by a responsible District Operations Maintenance employee.

A safety inspection sheet shall be completed by a responsible District Operations Maintenance employee. A thorough visual and mechanical (where moving parts are involved) inspection of all items listed on the inspection sheet shall be made, and any safety hazards shall be noted in writing on the inspection sheet. The sheet shall be signed by a responsible District Operations Maintenance employee.

Whenever possible, hazards discovered shall be eliminated immediately. If a hazard is corrected the same day, it still should be noted on the inspection sheet. The date it was corrected and the employees responsible for the repairs shall be logged on the inspection sheet. If a delay in repair is necessary, the hazard will be noted on the inspection sheet and a note made to explain what tools, personnel and/or supplies are required to make the repairs. Inspection sheets shall be turned into the Parks and Facilities Superintendent at the end of each month. Any items not inspected shall be left blank. Safety hazards which are not eliminated during the initial inspection shall become top priority in terms of scheduling future maintenance operations.

SAFETY STANDARDS

1. No obvious safety hazards shall exist relative to those items listed and checked on the inspection sheet.
2. Wherever possible, safety hazards shall be repaired immediately.
3. Employees performing inspections shall be in possession of the proper repair tools and supplies.
4. Inspection sheets shall include the following legible information:
 - The condition of each item listed and checked.
 - A log of all safety hazards encountered.
 - A repair date and the initials of employees making said repairs for all hazards fixed.
 - A list of tools, supplies and/or personnel required to eliminate those hazards still existing.
 - The signature of a responsible District Operations Maintenance employee responsible for the inspection.
 - The initials of other employees (beside those items they inspected).

ATTACHMENT 2

EXHIBIT B

PAGE 23 OF 29

FORMAL, COMPREHENSIVE SAFETY INSPECTION CHECKLIST

PLAYGROUNDS

Swings

- Check all chains, S-hooks, swing hangers and clevis assemblies. Replace worn parts.
- Close all S-hooks with pliers.
- Test for free movement of swing hanger and other moving parts.
- Replace slashed seats.
- Add grease to tire swing assembly if necessary.
- Check wooden beams for structure weakness (large cracks, etc.).

Slides

- Check ladder.
- Check to be sure the bedway exit is parallel to the ground.
- Examine bedway, bedrails, and handrails for foreign objects, holes and rough edges.

Whirls

- Check for surface wear on whirl bases.
- Check for worn bearings.
- Check for broken seats.
- Check axis of see-saws for pinch or crush points.

Climbers

- Check to be sure all fittings are tight and that bars and pipes do not move.
- Check to see if cracks in wood need silicone caulking. Check for splinters.

General

- Check for protruding bolts, nuts, etc.
- Check for bent, broken, or severely worn pipe and sharp edges on pipes.
- Check for hard ground surfaces under and around all pieces of equipment.
- Check general sand level (should be within six inches of curbing top - should provide adequate base beneath all equipment).
- Check for proper burial of all concrete footings (none should be exposed).
- Check for hazardous materials in sand (e.g., glass).

ATTACHMENT 2
EXHIBIT B
PAGE 24 OF 29

REMAINDER OF PARK

Sidewalks (Interior and Perimeter)

- Check for crumbling concrete.
- Check for raised concrete due to heaving, roots, etc. (lip must be less than 1-1/2").

Grounds

- Check for hazardous debris or protruding objects (glass, piping).
- Check for hazardous fluctuations in ground level (holes or mounds).

Sprinklers

- Check for sprinkler level (should not be higher than ground level or more than a few inches below).

Bleachers and Benches

- Check for splintered, cracked or broken wood.
- Check for broken, bent, or severely worn piping (bracing, etc.).
- Check handrails for strength and absence of rough edges.

Lights

- Check for effective operation.

Fencing

- Check for broken, bent or severely worn piping.
- Check for holes.
- Check for jagged or exposed edges.
- Check for sturdiness.

Diamonds - (See Grounds and Sprinklers)

Athletic Courts

- Check surfaces for hazardous debris.
- Check fixtures (backboards, nets, poles, etc.) for safety.

Barbecues

- Check for rough edges.
- Check for broken, bent or severely worn parts.

Trees

- Check for large dead, dying or diseased limbs.
- Check for low hanging limbs.

SAFETY INSPECTION SHEET

PARK _____

DATE _____

TOT LOTS	GOOD	BAD	CONDITION IN NEED OF REPAIR	TOOLS, ETC NEEDED	DATE CORRECTED	REPAIRED BY
SLIDES						
SWINGS						
WHIRLS						
CLIMBERS						
OTHER						
GENERAL						
REST OF PARK						
SIDEWALKS						
GROUNDS						
SPRINKLERS						
BLEACHERS						
BENCHES						
SIGNS						
FENCING						
DIAMONDS						
COURTS						
BARBECUES						
PICNIC AREAS						
BUILDINGS						
TREES						

ADDITIONAL NOTES SHOULD BE WRITTEN ON BACK.

REPORTED BY _____

ATTACHMENT 2

EXHIBIT B

PAGE 27 OF 29

Rio Rosales School
Phasing Sequence
Project Nos. 9900-102/105/106
June 22, 2000

	<u>Start</u>	<u>Finish</u>	
Phase IA	- May 2000	Sept 2000	interim school site utility and site improvement design/construction
Phase IB	- May 2000	Sept 2000	interim school building design/building lease, delivery and installation
Phase IC	- May 2000	Sept 2000	interim school order, deliver and installation of school furnishings
Phase II	- Oct 2000 - June 2001	Aug 2001 Mar 2002	design of permanent school plan check/advertise
Phase III	- June 2000	June 2001	school site remediation per DTSC requirements, if necessary (less interim school site)
Phase IV	- May 2002	July 2003	construction of permanent school core buildings, administration, library/media multi-purpose, toilet and kindergarten (buildings A, B, C, D and E)
Phase V	- April 2001	Oct 2001	design of entire park site
Phase VI	- June 2002	Sept 2002	demolition of interim school core buildings - relocation of portable classrooms to school site
Phase VII	- Sept 2002	Dec 2002	interim school site remediation per DTSC requirements, if necessary (except interim on-site staff parking area)
Phase VIII	- May 2002	July 2003	construction of park site, less interim on-site staff parking area
Phase IX	- July 2004	July 2005	construction of permanent classroom and toilet buildings, and elevator tower (Buildings F, G, H, I and J)
Phase X	- July 2005	Aug 2005	upon completion of Phase IX, demolish interim on-site staff parking area
Phase XI	- Aug 2005	Sept 2005	school site remediation per DTSC requirements, if necessary (interim on-site staff parking area)
Phase XII	- Sept 2005	Dec 2005	construction of remaining park site
Phase XIII	- June 2005	Sept 2005	removal of portable classrooms and construction of permanent on-site parking area

RECORDED AT REQUEST OF

Request recording without fee record
for the benefit of the City of Oxnard
Pursuant to Sec. 6103 of Government
Code

WHEN RECORDED MAIL TO

City of Oxnard
City Clerk's Office
305 West Third Street
Oxnard, CA 93030

(FOR RECORDER'S USE ONLY)

Joint Use School/Park Lease Agreement for the
acquisition, maintenance, operation and use of the Elementary School.

**JOINT USE SCHOOL/PARK
LEASE AGREEMENT FOR THE ACQUISITION,
MAINTENANCE, OPERATION AND USE OF THE
_____ ELEMENTARY SCHOOL AND _____ PARK**

THIS LEASE AGREEMENT is entered into this 18th day of June, 1996, by and between the City of Oxnard, a municipal corporation, hereinafter referred to as CITY, and the Rio School District of Ventura County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT.

RECITALS

It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment of recreational facilities which can serve the needs of the general public, the CITY and DISTRICT.

It is economically and socially advantageous to construct, maintain and operate such facilities on the City-owned site adjacent to the _____ Elementary School in the Northeast Community Specific Plan area.

The estimated average life of all improvements to be constructed on said City-owned site is no greater than the term of this lease.

NOW, THEREFORE, CITY and DISTRICT do mutually agree as follows:

1. **Property.** The real property covered by this Agreement shall consist of that parcel of land to be acquired by CITY described as Area 1 (City-owned joint use site) in Addendum A as parcel C, and shown on Addendum B, attached hereto and incorporated herein by reference. Such parcel is approximately one-half of the property necessary for an elementary school site, as set out in State Education guidelines, and is hereinafter referred to as "Area 1." The balance of the school site is described in Addendum C and shown on Addendum B as parcel B, (the "school site"). Area 1 and the school site compose the "Project." The CITY owned property described in Addendum A and shown by Addendum B and the DISTRICT owned property described in Addendum C and shown in Addendum B are each approximately 7 gross acres in size. The two parcels have been divided and set out as described in Addendums A and C to show ownership only. When the final design of the joint use school and park sites are approved by the CITY and the DISTRICT, the actual lot lines of the two parcels may be adjusted so that the actual location of the school is on DISTRICT owned property and will be in condition to have the school approved by the State of California. The two parcels, after the lot line adjustment, shall remain approximately 7 acres each.

2. **Term.** CITY hereby grants to DISTRICT a leasehold interest in the property described as Area 1 in Addendum A for a term of fifty-five (55) years, or for as long as the adjacent school site is operated by DISTRICT, whichever condition shall expire first. CITY grants DISTRICT an option to renew this lease for an additional lease term of twenty (20) years or for as

long as the adjacent school site is operated by DISTRICT, whichever condition shall expire first. The date of commencement of the lease term shall be the date DISTRICT shall occupy the adjacent school site. DISTRICT will be deemed to have occupied the school site when students begin attending classes at a school constructed on the site. DISTRICT shall file written certification of the date of occupation within thirty (30) days thereof with the City Clerk of the City. All reference to days shall mean calendar days.

3. **Consideration.** Good, valuable, and adequate consideration exists in the mutual benefit enjoyed and the legal detriment incurred by CITY and DISTRICT as a result of their entering into and fulfilling this Agreement.

4. **Use of Property.** Area 1 shall be used by DISTRICT and CITY exclusively for the purpose of constructing, maintaining, and operating facilities for public education and for general park and recreation purposes for the use of the general public and for no other purpose.

5. **City Use of Area 1.** CITY shall have exclusive use of the facilities in Area 1 for general park and recreational purposes to be used by the general public at all such times as are not reserved for DISTRICT use pursuant to paragraph 6, except that the District shall have a priority for the use of Area 1 after making prior arrangements with CITY, for District-sponsored events. The District shall coordinate and permit the use of Area 1 by groups and shall notify City of such use as soon as the use of Area 1 is approved by District as set forth in paragraph 7. CITY shall have exclusive full time use of the tot lot referenced in paragraph 9. CITY shall have the right to sponsor and/or coordinate recreational programs using the facilities in Area 1 during non-school hours for such programs and subject to the provisions of paragraph 11.F and upon giving prior notice to District.

6. **District Use of Area 1.** DISTRICT shall have exclusive use of Area 1 and all facilities therein except the tot lot referenced in paragraph 9, Monday through Friday, from thirty (30) minutes before the beginning of the school day until thirty (30) minutes after the close of the school day, on each and every day that school is in session.

7. **District Approved Procedures.** Any person or organization wanting to use the facilities in Area 1 shall submit an application for a facility-use permit to the District in compliance with Education Code Section 40040 et seq., the Civic Center Act (the "Act") and the District's Civic Center program. The District may charge fees for use of the facilities in Area 1 as provided in the Act. The District shall provide a copy of each approved application for use of the facilities in Area 1 to the City within a reasonable time prior to the time of use, if the use is during a time of exclusive City use. The City shall notify the District as promptly as possible, but at least seven calendar days before any City sponsored activity for the same time period utilizes facilities in Area 1. If a civic center permit or District-sponsored event and a City-sponsored activity for use of the same facilities are both scheduled for the same time period, the use scheduled first shall take priority and the other activity, event, or use may be scheduled for another time or location.

8. **District and City Use of Restroom Facilities Adjacent to Area 1.** DISTRICT shall construct both boys and girls restrooms at an agreed upon location for use by

persons set out in paragraphs 4 and 5 above. CITY shall pay one-half of the cost of design and construction of the restrooms.

9. **Tot Lot.** A tot lot shall be planned for and developed on Area 1. This tot lot shall be available to the neighborhood residents to be used as a tot lot or other similar facility during the hours of 7:00 a.m. to dark.

10. **District Responsibilities.**

a. Beginning on the date of commencement of the lease DISTRICT shall maintain Area 1 in a neat, clean and workmanlike manner. All maintenance and repairs in Area 1 shall be accomplished by DISTRICT employees or by DISTRICT's contractors or by volunteers or nonprofit organizations directly under the control of DISTRICT. If CITY and/or DISTRICT form or participate in a special district which funds maintenance of recreation or park facilities which include this area, maintenance of these facilities shall be included within that special district.

b. Except as required by law or set forth in this agreement, DISTRICT shall not lease or sublease Area 1 without CITY's express consent in writing.

c. DISTRICT shall allow the kindergarten play yard to be used by the neighborhood community at any time thirty (30) minutes after the close of the school day and on all days school is not in session and CITY shall be responsible for public use of open District property during those hours except when DISTRICT is performing maintenance or repair in this area.

d. DISTRICT shall provide all necessary irrigation water and electricity to operate control clocks for Area 1.

11. **City Responsibilities.**

a. CITY shall construct or cause to be constructed on Area 1 at CITY's sole cost and expense such recreational facilities as are mutually agreed upon between CITY and DISTRICT, by inclusion in Addendum E, attached hereto. Plans and specifications for such facilities and for final grading, paving, and drainage plans for Area 1 shall be approved by CITY and DISTRICT prior to commencement of construction to ensure compatibility between the school site and Area 1. CITY shall reimburse DISTRICT for fifty percent of the cost of the off-site improvements necessary for access to and construction of the Project, including, but not limited to, streets, sidewalks, stormdrains, water and sewer lines, and any required access roads. Should CITY construct the park facilities before the DISTRICT constructs the school facilities, the DISTRICT shall reimburse CITY for Fifty percent of the costs of the off-site improvements necessary for access to and construction of the park facilities, including, but not limited to, streets, sidewalks, stormdrains, water and sewer lines and any required access roads to serve the joint use school/park site. The reimbursement by the DISTRICT to the CITY shall occur at the time the DISTRICT begins construction of their school facilities, or at such earlier time that the DISTRICT has sufficient funds available from fees collected pursuant to the "School Facility Agreement" for the Northeast Community Specific Plan area. If the District does not build a school on the school site, it shall reimburse the City at the time of sale or disposition of the school site.

- b. CITY shall be responsible for litter collection and removal for events sponsored by CITY.
- c. CITY shall have exclusive use of and shall fully maintain Area 1 until the date of commencement of the lease term.
- d. CITY shall construct a tot lot for young children in Area 1.
- e. CITY shall provide irrigation water to DISTRICT for irrigation of Area 1 at one-half the CITY's normal rate upon commencement of the lease term.
- f. If CITY sponsors and/or coordinates a recreational program or other use using Area 1, CITY shall coordinate with District and be responsible for authorizing such use and cleanup after such use.

12. **Joint Review.** CITY and DISTRICT shall meet annually prior to January 1 of each year to review the joint use of Area 1, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost provided in this Agreement may be revised for the subsequent year upon the mutual consent of both CITY and DISTRICT, evidenced by a written amendment to this Agreement, executed by the CITY Manager and the DISTRICT Superintendent. CITY and DISTRICT may meet more often as needed pursuant to the request of either party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to the DISTRICT Superintendent and CITY Manager who shall meet together and resolve the matter.

13. **Neighborhood Cooperation and Involvement.** The CITY and DISTRICT shall both continually cooperate and coordinate with the neighborhood in which the school/park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success and full acceptance of a joint use school/park facility. CITY and DISTRICT shall involve the neighborhood by making the residents responsible for many of the school/park programs including the tot lot, restrooms, clean up, etc. The CITY and DISTRICT shall participate with and attend neighborhood council meetings as requested.

14. **Commencement of Work.** The date of commencement of work referred to in section 11(a) shall be mutually agreed upon by CITY and DISTRICT. CITY shall give DISTRICT sixty (60) day written notice of such commencement of work. Upon completion, of such work, CITY shall furnish DISTRICT with complete "reproducible record" drawings, including catalog cuts of equipment, within sixty (60) days of completion.

15. **California Environmental Quality Act Compliance and Annexation to City and Water Districts.** DISTRICT shall act as lead agency for compliance with the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"). CITY shall act as a responsible agency with regard to any and all issues related to or arising out of use of Area 1 as a joint use school/park. CITY and DISTRICT shall perform all acts necessary to annex the school

site and Area 1 into the City of Oxnard and Callegas and Metropolitan Water Districts. CITY and DISTRICT shall each pay one-half of the cost of compliance by DISTRICT and CITY and annexation, including the cost of any litigation challenging the CEQA compliance and annexation for this project.

16. Construction Phase.

(a) Upon notice to CITY, DISTRICT shall have the right to use undeveloped portions of Area 1 for material storage and stockpiling of top soil and any and all other construction-related property needs during construction of the school. For all of Area 1 so utilized, DISTRICT shall be responsible for all maintenance and security during the period of use.

(b) CITY and District shall each design their respective facilities and shall both coordinate joint planning by either party giving the other one hundred twenty (120) days written notice of commencement of planning. City shall design the park facilities subject to DISTRICT advice, consultation and approval. CITY shall advertise, bid and administer construction of the park in conformity with all lease requirements. With the exception of District use for construction purposes, between the date of execution hereof by CITY and the date DISTRICT occupies the adjacent school site, CITY shall have the exclusive use of Area 1, and shall be responsible for maintenance and pay 100 percent of the cost of maintaining the property. During this period, CITY shall also perform its obligations under paragraph 11(a) and under the General Terms and Conditions hereof.

(c) DISTRICT may give CITY at least 360-days notice of the date on which the lease term will commence. If the park facilities have not been completed by that date, CITY shall provide a schedule for completion of construction of park facilities within 30 days of the date of the Notice, which schedule shall be subject to mutual agreement by the parties. If CITY fails to provide a schedule to DISTRICT or at any time during the subsequent construction period fails to comply with the schedule, DISTRICT may, at its discretion and with prior notice to CITY, perform any or all of CITY's duties for construction of the park facilities described in this agreement. The costs of District's performance of those duties shall be allocated as stated in this agreement. CITY shall pay all DISTRICT expenses which are to be paid by CITY from Quimby fees as they are collected from development within the NCSP area. District shall have first claim for those fees for such reimbursement until fully reimbursed.

17. Costs of Site Acquisition. The parties agree that each party shall bear one-half of all costs of acquisition of the school site and Area 1, including but not limited to costs for tests, inspections, engineering, legal, fees for annexation to CITY and Callegas and Metropolitan Water Districts which are not allocated on a per-acre basis or borne by seller, and any other related expenses whether incurred by DISTRICT or CITY.

18. Replacement of Equipment. CITY and DISTRICT will share equally all replacement costs for capital improvements and equipment on Area 1 and school site areas accessible to the public during nonschool hours, including but not limited to paving, striping, and landscaping.

19. **General Terms and Conditions.** CITY and DISTRICT hereby agree to the following sixteen (16) general terms and conditions:

GENERAL TERMS AND CONDITIONS

1. **Improvements.** No improvements shall be installed in Area 1 nor shall construction of said improvements commence until plans and specifications for said improvements are reviewed, approved, and signed by both parties. Maintenance standards for the facilities are set forth in Addendum F attached hereto and incorporated herein by this reference. All improvements installed upon Area 1 by DISTRICT shall remain the property of DISTRICT during the term of the leasehold and will be removed by DISTRICT upon request by CITY at termination of the leasehold, and Area 1 shall be returned to CITY free of all legal encumbrances. In the event DISTRICT does not so remove said improvements upon expiration of the Agreement, or any extension thereof, as requested in writing by CITY, CITY may remove, or sell, or destroy the same at DISTRICT's expense.

2. **Barriers.** DISTRICT and CITY agree to the construction of appropriate barriers around the school site perimeter with pedestrian entrances, with one-half (1/2) the cost of any barrier paid by each party to the Agreement.

3. **Quiet Possession.** DISTRICT and CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy Area 1 during the time periods assigned to each for the term aforesaid, subject to the terms of this Agreement.

4. **Entry and Inspection.** CITY reserves, and shall always have the right, subject to reasonable notice during DISTRICT's hours of use, to enter upon Area 1 for the purpose of viewing and ascertaining the condition thereof.

5. **Assignment.** Neither DISTRICT nor CITY shall assign this Agreement or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.

6. **Compliance with Law.** At each parties' sole cost and expense DISTRICT and CITY shall comply, and shall secure compliance by persons within the control and authority of each, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force in the use of the premises by persons within the control and authority of each.

7. **Assigns.** Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.

8. **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 any other term, covenant, or condition of this Agreement.

9. **Administration of Agreement: Notices.** Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Rio School District, 3300 Cortez Street, Oxnard, California 93030, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Control and administration of this Agreement is under the jurisdiction of the City Manager as to CITY's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon CITY may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030. Any notice or notices given or served as provided herein shall be effective and binding for all purposes, upon the principals of the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

10. **Remedies.** In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days after the service of written notice upon the defaulting party as provided in paragraph 8, specifying the default complained of, then the party that gave such written notice may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

11. **Indemnity.** CITY agrees to indemnify and save DISTRICT, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person or property caused by the independent acts of the CITY, its agents or employees in connection with the performance of this Agreement and the use of Area 1. DISTRICT agrees to indemnify and save CITY, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of DISTRICT, its agents or employees in connection with the performance of this Agreement and the use of Area 1. CITY shall indemnify and defend DISTRICT from and against any and all claims against DISTRICT resulting from the use or occupancy of Area 1 during the periods of CITY's possession of Area 1, including the use of Area 1 by the general public unless caused by the independent acts of DISTRICT. DISTRICT shall indemnify and defend CITY from and against any and all claims against CITY resulting from the use

or occupancy of Area 1 during the periods of DISTRICT's possession of Area 1, unless caused by the independent acts of CITY.

12. **Insurance.** DISTRICT represents to CITY that DISTRICT is legally self insured for its public liability, and property damage risk through the Ventura County Schools Self-Funding Authority (VCSSFA), a joint powers agreement (JPA) for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. DISTRICT's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of DISTRICT in Area 1 or any person acting for DISTRICT or under DISTRICT's control or direction in Area 1. Such public liability and property damage insurance JPA participation shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. DISTRICT shall submit proof of JPA participation to the Finance Director of the CITY on or before the commencement of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by DISTRICT shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to CITY by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

Neither DISTRICT nor CITY shall use or permit the use of Area 1 for any purpose other than those allowed by this Agreement. DISTRICT at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering Area 1, its buildings and appurtenances during DISTRICT's use. CITY at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering Area 1, its buildings and appurtenances during CITY's use and control, including but not limited to the period during the construction of the facilities and prior to DISTRICT occupancy.

CITY represents to DISTRICT that CITY is legally self-insured for its public liability risk for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. CITY's self-insurance shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of CITY in Area 1 or any person acting for CITY or under CITY's control or direction in Area 1. Such public liability and property damage self-insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. CITY shall submit proof of self-insurance to DISTRICT on or before the commencement of this Agreement, indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by CITY shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to DISTRICT by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

13. **Legal Proceedings.** The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights thereunder.

14. **Verbal Agreements.** The Agreement contains the complete expression of the whole agreement between the parties hereto and no promises, representations, agreements, warranties, or inducements will be given effect, except as are fully set forth herein. This contract cannot be renewed, enlarged, modified, or changed in any respect except by written agreement between the parties.

15. **Severance.** If any part of the Agreement is found by a court to be void or voidable, that part shall be severed from the remainder hereof, the latter to remain in full force and effect.

16. **Nondiscrimination.** DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, this Agreement is executed by the City of Oxnard acting by and through its Mayor ^{Pro Tem} upon approval of the City Council, authorizing such execution, and by the Rio School District, acting by and through its Superintendent pursuant to a Resolution of its Board of Trustees.

THE CITY OF OXNARD:

Andres Herrera, Mayor Pro Tem

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA:

Ms. Yolanda M. Benitez, Superintendent

ATTESTATION:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary L. Gillig, City Attorney

signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.

NOTARY PUBLIC
In and for the State of California

NOTARY SEAL

f:\document\clients\o\ardcty\ncsp\jntmsw2b.doc
Date last revised: June 10, 1996

Page 11 of 11
Contract No. A-5269

ATTACHMENT NO. 3
PAGE 11 OF 29

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

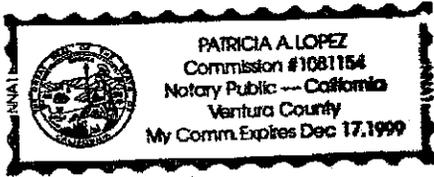
State of CALIFORNIA

County of VENTURA

On June 18, 1996 before me, PATRICIA A. LOPEZ, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ANDRES HERRERA
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: JOINT USE School/Park Lease Agreement

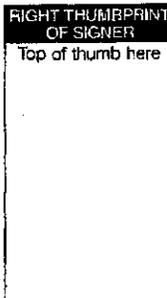
Document Date: 6-18-96 Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: ANDRES HERRERA

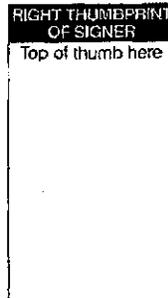
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: Mayor Pro TEM



Signer Is Representing:
CITY OF DIXON

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5807

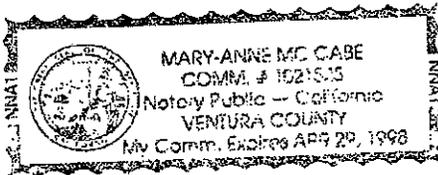
State of California

County of Ventura

On June 27, 1996 — before me, Mary Anne McCabe, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE BOE, NOTARY PUBLIC"

personally appeared Yolanda M. Benitez
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary Anne McCabe
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: District Superintendent

DESCRIPTION OF ATTACHED DOCUMENT

Park School Agreement
TITLE OR TYPE OF DOCUMENT

11 page agreement
addendum A, B, C, D, E, F
NUMBER OF PAGES

June 18, 1996
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Rio School District
6-26-96 Board Approval

SIGNER(S) OTHER THAN NAMED ABOVE

ILLEGIBLE NOTARY SEAL DECLARATION
(GOVERNMENT CODE 27361.7)

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Mary-Anne McCabe

Commission No. 1021525

Date Commission Expires April 29, 1998

Vendor I.D. No. NNA1

Date and Place of Notary Execution June 27, 1996 Ventura County

Date and Place of This Declaration September 4, 2002 Oxnard, CA.

Rowndis A. Kopm
Signature

City of Oxnard.
Firm Name (if any)

REC-91-000008 (7/94)*

ATTACHMENT NO. 3

PAGE 14 OF 29

LEGAL DESCRIPTION

(City Parcel)

The southerly 420.29 feet of the northerly 1261.36 feet of parcel "A" of Parcel Map No. 3796 as per map recorded in Book 37 of parcel Maps at page 54A in the office of the County Recorder of Ventura County, California.

Containing 7.000 acres, more or less.

TOGETHER WITH the easterly 40.00 feet of said Parcel "A", **EXCEPTING THEREFROM** the northerly 1261.36 feet. Said 40 foot wide strip being for private access and public utilities purposes.

ADDENDUM "A"

Contract No. A-5269 3
ATTACHMENT _____
EXHIBIT A
PAGE 15 OF 29

LEGAL DESCRIPTION

(District Parcel)

The southerly 420.43 feet of the northerly 841.07 feet of parcel "A" of Parcel Map No. 3796 as per map recorded in Book 37 of Parcel Maps at Page 54A in the office of the county Recorder of Ventura County, California.

Containing 7.000 acres, more or less.

ADDENDUM "C"

Contract No. A-5269

ATTACHMENT 3

EXHIBIT C

PAGE 17 OF 29

ADDENDUM "E"

(To be provided when design
of joint use school/park
is complete)

ATTACHMENT 3
Contract No. A-5269 E
EXHIBIT _____
PAGE 19 OF 29

**CITY OF OXNARD/RIO SCHOOL DISTRICT
LANDSCAPE AND PARK MAINTENANCE SPECIFICATIONS**

1. GENERAL CONDITIONS

A. Scope of Work:

Rio School District (District) shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape and park improvements, as illustrated in Exhibit 1, Area I in a safe, attractive and usable condition.

B. Workforce:

District shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times.

C. Materials:

All materials shall conform to City of Oxnard and/or District specifications. District will meet all Agricultural licensing and reporting requirements.

D. Notice of Defect:

City of Oxnard shall give District 48 hours' notice to correct any problem or defect discovered in the performance of work required under this contract.

E. Interference:

District agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

F. Work Schedules:

The District shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

11. SPECIAL CONDITIONS

A. Litter Control:

All areas of maintenance responsibility including paved parking shall be kept free of all trimmings, grass cuttings and litter, including broken glass or other such debris. All

trimmings, litter and debris shall be removed and disposed off-site at the District's expense. Litter pickup and removal shall be done on a bi-weekly basis (twice a week) and shall include sidewalks adjacent to areas of responsibility.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to the Parks and Facilities Superintendent quarterly in January, April, July and October. The City reserves the right to request District to change watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by the District.

The District shall be responsible for the maintenance of all irrigation systems and their parts. Included in the system are: backflow prevention devices, electrical irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and manufacturer's installation recommendations unless approved by the Parks and Facilities Superintendent. All other irrigation replacement shall be subject to approval by the Parks and Facilities Superintendent. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. District shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at the District's expense. All irrigation controllers shall be turned off during periods of rain by the District, turned on and reprogrammed at the completion of each rainy day as necessary.

C. Fertilization:

All turf grass shall be fertilized by the contractor six times a year (July, September, November, January, March, May). All shrubbery and ground cover shall be fertilized three times a year (October, March, June). Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/ground cover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet.

D. Soil Aerification:

The District shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using 1/2-inch coring line.

E. Thatch Removal:

The District shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the District's expense. The October thatch removal shall precede the October aerification process.

F. Pesticide Application:

The District shall be responsible for the control and elimination of weeds, insects, rodents and diseases affecting all plant material. The District shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner as required by law. District will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. Upon completion of the application, the District shall submit to the Parks and Facilities Superintendent a copy of all pesticide use reports. District shall provide name and license number of personnel spraying chemicals.

G. Weed Control:

All turf grass areas will be kept weed-free and treated for broadleaf weed control twice a year in the fall and spring. All shrub bed and ground cover areas shall be kept in a friable condition and free of weeds either manually or with chemicals.

All curbs and paved walkways and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures, will be kept weed free. Herbicides may be used for weed control.

H. Pruning and Edging of Shrubs and Ground covers:

The District shall be responsible for the pruning of all shrubs and ground cover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic. Pruning shall be done according to the natural growth of each individual plant to maintain

proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods. Vines on walls shall be maintained at a height of six inches below top of wall.

I. Mowing and Edging:

The District shall be responsible for mowing and edging all turf grass areas. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Mowing shall normally occur once a week during the growing season to maintain the proper height. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods. The District shall be required to pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized.

J. Tree Maintenance:

All pruning work shall conform to the most current standards set forth by either the Western Chapter ISA or National Arborist Association. If conflicts exist between the standards then Western Chapter ISA pruning standards take precedence. See Attachments 2 and 3. Pruning, shaping, structuring, and trimming of trees shall be done once every two years. Any removal of trees must first be approved by the Parks and Facilities Superintendent. No topping of trees will be allowed. Tree trimming shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs.

The District shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. The District shall follow the attached tree staking detail (Attachment 1). The District shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is being caused by girdling. The District shall take all precautions necessary to prevent damage to trees by mowers, string trimmers or any other device used to accomplish the maintenance.

K. Landscape Replacement:

Landscape areas which fail to perform well shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and communicated to the Parks and Facilities Superintendent for review and recommendations for replanting.

L. Vandalism, Theft and Graffiti:

The District shall be responsible for repairing acts of vandalism, theft and graffiti, and shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti would include but not be limited to: shrubs, trees, vines, turf, ground covers, all walls and signs, backflow devices, irrigation controllers, remote control vales, valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

M. Water and Electrical Costs:

The District shall be responsible for paying all water and electrical costs at the site; except as referenced in the Lease Agreement between City and District.

N. Inspections:

District or representative shall be available to perform regular inspections of the area with the Parks and Facilities Superintendent or his representative. Inspections will occur once per month at an agreed-upon time. Safety inspections shall be performed and recorded per Supplement Number 1 of these specifications.

O. Response and Inquiries:

The District shall be required to respond (within 30 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. District shall have sufficient staff available to respond to emergencies such as: emergency tree work, water main break, irrigation failure and other emergencies that may occur.

SUPPLEMENT NUMBER 1

FORMAL SAFETY INSPECTIONS

In keeping with the City of Oxnard's concern for safety, comprehensive, formal inspections of all park grounds, structures and fixtures shall be performed routinely to locate safety hazards which might otherwise go undetected during normal inspections or the course of normal maintenance operations. Formal, comprehensive safety inspections shall be performed at least once a month and shall be performed by a responsible District Operations Maintenance employee.

A safety inspection sheet shall be completed by a responsible District Operations Maintenance employee. A thorough visual and mechanical (where moving parts are involved) inspection of all items listed on the inspection sheet shall be made, and any safety hazards shall be noted in writing on the inspection sheet. The sheet shall be signed by a responsible District Operations Maintenance employee.

Whenever possible, hazards discovered shall be eliminated immediately. If a hazard is corrected the same day, it still should be noted on the inspection sheet. The date it was corrected and the employees responsible for the repairs shall be logged on the inspection sheet. If a delay in repair is necessary, the hazard will be noted on the inspection sheet and a note made to explain what tools, personnel and/or supplies are required to make the repairs. Inspection sheets shall be turned into the Parks and Facilities Superintendent at the end of each month. Any items not inspected shall be left blank. Safety hazards which are not eliminated during the initial inspection shall become top priority in terms of scheduling future maintenance operations.

SAFETY STANDARDS

1. No obvious safety hazards shall exist relative to those items listed and checked on the inspection sheet.
2. Wherever possible, safety hazards shall be repaired immediately.
3. Employees performing inspections shall be in possession of the proper repair tools and supplies.
4. Inspection sheets shall include the following legible information:
 - The condition of each item listed and checked.
 - A log of all safety hazards encountered.
 - A repair date and the initials of employees making said repairs for all hazards fixed.
 - A list of tools, supplies and/or personnel required to eliminate those hazards still existing.
 - The signature of a responsible District Operations Maintenance employee responsible for the inspection.
 - The initials of other employees (beside those items they inspected).

FORMAL, COMPREHENSIVE SAFETY INSPECTION CHECKLIST

PLAYGROUNDS

Swings

- Check all chains, S-hooks, swing hangers and clevis assemblies. Replace worn parts.
- Close all S-hooks with pliers.
- Test for free movement of swing hanger and other moving parts.
- Replace slashed seats.
- Add grease to tire swing assembly if necessary.
- Check wooden beams for structure weakness (large cracks, etc.).

Slides

- Check ladder.
- Check to be sure the bedway exit is parallel to the ground.
- Examine bedway, bedrails, and handrails for foreign objects, holes and rough edges.

Whirls

- Check for surface wear on whirl bases.
- Check for worn bearings.
- Check for broken seats.
- Check axis of see-saws for pinch or crush points.

Climbers

- Check to be sure all fittings are tight and that bars and pipes do not move.
- Check to see if cracks in wood need silicone caulking. Check for splinters.

General

- Check for protruding bolts, nuts, etc.
- Check for bent, broken, or severely worn pip and sharp edges on pipes.
- Check for hard ground surfaces under and around all pieces of equipment.
- Check general sand level (should be within six inches of curbing top - should provide adequate base beneath all equipment).
- Check for proper burial of all concrete footings (none should be exposed).
- Check for hazardous materials in sand (e.g., glass).

REMAINDER OF PARK

Sidewalks (Interior and Perimeter)

- Check for crumbling concrete.
- Check for raised concrete due to heaving, roots, etc. (lip must be less than 1-1/2").

Grounds

- Check for hazardous debris or protruding objects (glass, piping).
- Check for hazardous fluctuations in ground level (holes or mounds).

Sprinklers

- Check for sprinkler level (should not be higher than ground level or more than a few inches below).

Beachers and Benches

- Check for splintered, cracked or broken wood.
- Check for broken, bent, or severely worn piping (bracing, etc.).
- Check handrails for strength and absence of rough edges.

Lights

- Check for effective operation.

Fencing

- Check for broken, bent or severely worn piping.
- Check for holes.
- Check for jagged or exposed edges.
- Check for sturdiness.

Diamonds - (See Grounds and Sprinklers)

Athletic Courts

- Check surfaces for hazardous debris.
- Check fixtures (backboards, nets, poles, etc.) for safety.

Barbecues

- Check for rough edges.
- Check for broken, bent or severely worn parts.

Trees

- Check for large dead, dying or diseased limbs.
- Check for low hanging limbs.

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SAFETY INSPECTION SHEET

PARK _____

DATE _____

TOT LOTS	GOOD	BAD	CONDITION IN NEED OF REPAIR	TOOLS, ETC. NEEDED	DATE CORRECTED	REPAIRED BY
SLIDES						
SWINGS						
WHIRLS						
CLIMBERS						
OTHER						
GENERAL						
REST OF PARK						
SIDEWALKS						
GROUNDS						
SPRINKLERS						
BLEACHERS						
BENCHES						
LIGHTS						
FENCING						
DIAMONDS						
COURTS						
BARBECUES						
PICNIC AREAS						
BUILDINGS						
TREES						

ADDITIONAL NOTES SHOULD BE WRITTEN ON BACK.

REPORTED BY _____

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