

11/28/2017  
Board meeting

## 12.a. Approval of Master Agreement between Hollister School District and City of Hollister for Use of Recreational Fields

### Speaker:

John J. Teliha, Director of Facilities

### Rationale:

The Hollister School District (District) and City of Hollister (City) have jointly operated facilities at several school sites for more 25 years. There are currently four (4) different Community Recreation Agreements: Rancho San Justo , Calaveras, Cerra Vista and Marguerite Maze/Gabilan Hills. The difference between the agreements often leads to confusion among District and City staff as well as the general public as to properly addressing facility issues or concerns. Additionally, the Rancho San Justo agreement expired in 2014, Calaveras expires in 2021, Cerra Vista and Marguerite Maze/Gabilan Hills expire in 2026. Over the last eight (8) years, the City has made an average annual payment to the District of approximately \$90,000 for their share of operating costs for each site. Additionally, the City has made \$105,166 in improvements to the facilities in the within the last few years. Lastly, the City approved by resolution to appropriate up to \$900,000 for a new field house that will include ADA compliant restrooms, concessions and storage at Rancho San Justo Middle School Sports Facility and new play structures at Calaveras Park. These additional expenditures bring the eight (8) year average to approximately \$215,000.00 per year. Currently, District staff is responsible for the majority of maintenance and repair of the facilities. Each current agreement is facility and amenity specific. The Master Agreement will assign the majority of maintenance and utility responsibilities as well as costs to the District and establishes a Capital Improvement Fund for each site. Finally, the Master Agreement establishes a Facility Oversight Committee made up of District and City representatives to ensure needs and concerns are addressed and resolved in a timely manner. The Master Agreement has an initial term of fourteen (14) years, expiring in 2032 with two (2) successive five (5) year renewals. The agreement commits the City to explore the feasibility of contributing \$300,000 for the replacement of the Cerra Vista Park play structures. The Master Agreement establishes a Capital Improvement Fund that the District and City will each contribute \$30,000 on an annual basis. The Master Agreement establishes City hours as 6:00pm – dusk during school operating days and dawn to dusk at all other times. The City agrees to use the District’s on-line facility reservation system to reserve facilities for City sponsored adult and youth recreational programs. The Master Agreement adds the recreational facilities at Ladd Lane and R.O. Hardin Elementary Schools and commits the City to annually pay \$300,000 for the use of the facilities. Through the agreement, the District assumes all facility maintenance responsibilities and utility costs, with the exception of the Calaveras Park restroom facilities. Each party agrees to ensure the facilities are clean during their respective times of use. The agreement establishes a 180-day notice of termination without cause and upon termination of the agreement, any unspent Capital Improvement Funds will be equally returned to each party.

### Minutes:

John Teliha, Director of Facilities, informed the Board that in previous years, the City of Hollister was paying approx. \$90k up to \$215k per year. This new agreement would allow HSD to take full ownership of operations for the fields with City of Hollister paying \$300k to utilize the fields and using HSD's scheduling system. Betsey Lemay, teacher/community member, expressed concern about trash being left on school grounds and the public using the facilities wisely. Mike Chambless, City of Hollister Representative, expressed that the City Council approved this agreement unanimously and excited to have collaborated with the District on behalf of the community. Carol Gomez, teacher, asked if the \$300k was as additional to the \$600k cost? Director of Facilities, John Teliha, expressed that the cost of operating all fields is approx. \$600k. The \$300k would be the City of Hollister's cost of the \$600k operating cost.

### Recommended Motion:

It is recommended that the Board approve the Master Agreement between Hollister School District and City of Hollister for Use of Recreational Fields.

### Actions:

#### Motion

It is recommended that the Board approve the Master Agreement between Hollister School District and City of Hollister for Use of Recreational Fields. Subject to MOU for payment process. Passed with a motion by Robert Bernosky and a second by Mrs. Elizabeth Martinez.

#### Vote:

Yes Robert Bernosky.  
Yes Peter Hernandez.  
Yes Mrs. Elizabeth Martinez.  
Yes Patricia Moore.  
Yes Elsa Rodriguez.

### Quick Summary / Abstract:

It is recommended that the Board approve the Master Agreement between Hollister School District and City of Hollister for Use of Recreational Fields.

**Financial Impact:**

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The City of Hollister will pay an annual fee of \$300,000.00 for the use of facilities from January 1, 2018 to June 30, 2022. The annual fee increases to \$315,000.00 from July 1, 2022 to June 30, 2027 and \$330,000 from July 1, 2027 to June 30, 2032. The City of Hollister will annually contribute \$30,000.00 to the Recreational Facilities Capital Improvement Fund. The District will also contribute \$30,000.00 into the Recreational Facilities Capital Improvement Fund on an annual basis.

November 28, 2017  
Board meeting

**MASTER AGREEMENT BETWEEN THE CITY OF HOLLISTER AND  
HOLLISTER SCHOOL DISTRICT FOR THE USE OF RECREATIONAL FIELDS**

THIS MASTER AGREEMENT, made and entered into this 1st day of January, 2018 (the "Effective Date"), by and between the CITY OF HOLLISTER, a municipal corporation, hereafter referred to as "City" and the HOLLISTER SCHOOL DISTRICT, hereafter referred to as "District", is executed in the City of Hollister, County of San Benito, State of California.

**COPY**

**RECITALS**

- A. Section 10910 of the California Education Code provides that the governing body of any school district may use or grant the use of any of the buildings or grounds of the school district to any other public authority for the purpose of organizing, promoting, and conducting community recreation whenever such use will not interfere with the use of such facilities for any other purpose of the public school system; and
- B. District owns the real property and improvements thereon more commonly known as (collectively, the "Properties"):
- 1) Calaveras Elementary School and Accelerated Achievement Academy, located at 1151 Buena Vista Road, in the City of Hollister, County of San Benito.
  - 2) Cerra Vista Elementary School, located at 2151 Cerra Vista Drive, in the City of Hollister, County of San Benito.
  - 3) Gabilan Hills Elementary School and Hollister Dual Language Academy, located at 921 Santa Ana Road, in the City of Hollister, County of San Benito/ Marguerite Maze Middle School, located at 900 Meridian Street, in the City of Hollister, County of San Benito
  - 4) R.O. Hardin Elementary School, located at 881 Line Street, in the City of Hollister, County of San Benito.
  - 5) Rancho San Justo Middle School, located at 1201 Rancho Drive, in the City of Hollister, County of San Benito.
  - 6) Ladd Lane Elementary School, located at 161 Ladd Lane, in the County of San Benito.
  - 7) Marguerite Maze Middle School, located at 900 Meridian Street in the City of Hollister, County of San Benito.

**COPY**

- C. Both the City and District are vitally concerned with the educational, recreational, social needs and general welfare of the students of the Hollister School District and the residents of Hollister; and
- D. The City and District entered into Community Recreation Agreements for the Development and Use of Recreational Facilities ("Community Recreation Agreements"):
- 1) The Community Recreation Agreement for the Development and Use of Calaveras School: Term is January 23, 1995 to January 23, 2021.
  - 2) The Community Recreation Agreement for the Development and Use of Cerra Vista School: Term is March 17, 1997 to March 17, 2026.
  - 3) The Community Recreation Agreement for the Development and Use of Marguerite Maze Middle School and Gabilan Hills Elementary School: Term is June 2, 1997 to June 3, 2026.
  - 4) The Community Recreation Agreement for the Development and Use of Rancho San Justo School: Term is April 23, 1985 to March 31, 2014.
- E. The City and District have previously entered into a joint-use agreement for the use, operation, and management of the multi-purpose building facilities at the Properties and this Agreement shall not affect the validity or effectiveness of that agreement.
- F. The City and District desire to enter into a new Master Agreement ("Master Agreement") to supersede the Community Recreation Agreements for the use of the outdoor recreational fields located on the Properties (collectively, the "Facilities") as indicated on the Site Plan set forth as Exhibit A, to provide public access for use of park and recreational space and support City sponsored youth and adult recreational programs ("Program"); and
- G. On April 3, 2017, the Hollister City Council adopted Resolution No. 2017-79 approving the transfer of \$400,000 to the District for the design and construction of one (1) field house at Rancho San Justo Middle School; and
- H. On April 3, 2017, the Hollister City Council adopted Resolution No. 2017-76 appropriating up to \$500,000 for site improvements at Calaveras Park; and

**NOW, THEREFORE, in consideration of the covenants hereinafter contained and the foregoing recitals, the City and District agree as follows:**

**1. TERM.** The term of this Master Agreement ("Term") shall commence on the 1<sup>st</sup> day of January, 2018 and shall remain in effect until the 30<sup>th</sup> day of June, 2032, unless a party to this Master Agreement gives written notice to the other party at least one hundred-eighty (180) days prior to the expiration of any Term or extension thereof, that such party is terminating the Master Agreement, in which case the Master Agreement shall automatically renew for two (2) successive five (5) year periods, the first of which shall expire on June 30, 2037 and the second of which shall expire on June 30, 2042.

**2. CITY IMPROVEMENTS.** The City agrees to examine the feasibility of funding up to \$300,000 for the replacement of the Cerra Vista Playground Structures in January of 2019. Should the City Council agree, the City will contribute up to \$300,000 towards the cost of replacement or design and construction for improvements at Cerra Vista Elementary School to be applied to the replacement of the existing playground structures and surface material at Cerra Vista Elementary School ("Cerra Vista Playground Structures Project"). The City may transfer the funding needed to replace the Cerra Vista Playground Structures Project to the District and District will be responsible for completion of the project.

**3. FACILITY OVERSIGHT COMMITTEE.** The City and District shall establish a joint Facility Oversight Committee ("Oversight Committee"). District members on the Oversight Committee shall be (1) the District's Superintendent of Schools or designee and (2) the Director of Facilities or designee. City members on the Oversight Committee will be (1) the City Manager or designee and (2) the Management Services Director or designee.

The purpose of the Oversight Committee is to provide joint oversight of the Facilities in such a way that coordinated services are delivered to students of the District and members of the community served by both the District and City to ensure public access during authorized hours in a manner consistent with the school's operations, schedules, student and employee health, safety and welfare.

The duties of the Oversight Committee shall include:

- A. Completing a bi-annual physical inspection of the Facilities to document the condition of the Facilities and establish a plan to resolve maintenance or capital improvement needs, if necessary.
- B. Developing and managing a Capital Improvement Fund ("CIF") for the specific purpose of supporting the future maintenance needs and

improvements to the Facilities. The CIF shall be used for no other purpose than that described in this Section 3.B.

- C. Coordinating and scheduling all unexpected, extraordinary or planned maintenance and CIF projects that could potentially disrupt the availability of the Facilities and Program's operating schedules.
- D. The Oversight Committee shall meet on a quarterly basis to discuss facility operations, maintenance, and evaluate hours of use for public access to the Facilities.
- E. Developing and monitoring rules of use for the Facilities by members of the community, which rules shall include, but not be limited to:
  - 1) No possession, use, sale or consumption of alcoholic beverages, tobacco products, or of any illegal drugs in the Facilities.
  - 2) No gambling, profane language, quarreling, fighting, nor shall unlawful acts occur in the Facilities, including parking lots and field.
  - 3) No preparation of food in Facilities unless the District provides prior written authorization.
  - 4) No outside food or merchandise vendors attempting to sell products in the Facilities.
  - 5) Animals are not allowed in the Facilities site except for animals certified in and assisting a disabled person.
  - 6) No driving or parking of unauthorized motor vehicles in the Facilities. However, users of the Facilities may park motor vehicles in parking lots located at the applicable school site.
- F. Developing signage to inform all users of the Facilities applicable rules, regulations and contact information.

**4. CIF SHARED COSTS.** Upon execution of this Master Agreement and thereafter on each July 1 during any Term hereof, the City and District will each contribute \$5,000 to the CIF for each Facility. The annual CIF contribution may, upon the mutual agreement of the City and District, increase or decrease if Facilities are added or removed from the Master Agreement. The Oversight Committee will agree if funding from the CIF should be used to make necessary repairs that are above routine maintenance. Both parties acknowledge that City Council or District Board of Trustees approval may be required before the City or

District can commit to actions that involve additional costs, including but not limited to costs for operations, maintenance or repairs.

**5. CITY'S USE OF FACILITIES.** The District will have exclusive use of the Facilities during regular school hours. The City may use the Facilities for public access at the following times:

- A. Between the hours of 6:00 p.m. and dusk on weekdays and dawn to dusk on weekends during the school year. City will be responsible for unlocking and locking the Facilities during City use hours/times.
- B. On holidays and summer vacations from dawn to dusk. At a minimum, summer vacation shall be from June 24 to August 8 of each year, regardless of changes in the Hollister School District academic calendar. City will be responsible for unlocking and locking the Facilities during City use hours/times.
- C. The City will utilize the District's online facilities use reservation system to schedule, view and reserve facility space for City sponsored youth and adult recreational Program, as that term is defined in Section 6 below.
- D. The City shall direct all third party requests for use of the Facilities outside of the Program to the District. The District shall process such requests for use in accordance with its existing facilities use policies and procedures. Under no circumstances may the City schedule use of the Facilities by any party except as part of the City's Program or with the express prior written approval of the Director of Facilities. The District recognizes that the City is not responsible for the actions of the District's users. The District further agrees to provide the City with the contact information for the responsible person for all District scheduled users.
- E. The City may not be entitled to charge for use of the Facilities for non-City sponsored Programs conducted at the Facilities.

Any changes in the City's use of the Facilities shall be coordinated with the District.

**6. PROGRAM.** The City will be solely responsible for the operation, supervision, funding and administration of any City sponsored youth and adult recreational programs (collectively, the "Program"). The City will provide all necessary equipment, supplies and materials to support the Program and will be responsible for all City-owned equipment stored at the Facilities.

The City's use of the Facilities for City sponsored Programs shall be supervised at all times by qualified and sufficient adult supervision. District staff will work with the City's Management Services Director with regard to all operational, maintenance, security problems or concerns related to the Program or City's use of the Facilities. If such issues cannot be resolved directly, they will be referred to the Oversight Committee for resolution.

The City shall comply with the provisions of Public Resources Code Section 5164 regarding background checks of City employees and volunteers providing services hereunder at the Facilities.

The City shall use, operate and maintain the Facilities in a secure, clean and safe condition during City Program use. The City will enforce the rules of the Facilities, and shall provide qualified and sufficient adult supervision of all programs and activities. To the extent within the City's legal authority, City shall use reasonable efforts to exclude persons that City is aware have previously violated the District's facility use policies and procedures.

The District reserves the right to bar any person(s) or entity(ies) from further use of the Facilities as a consequence of (1) abuse or misuse of the Facilities or other District property, (2) creating an unsafe condition in the Facilities, or (3) failure to comply with all applicable laws, regulations, rules, and District policies and procedures.

**7. CHARGES FOR USE.** Effective the date of execution of the Master Agreement, the City will annually contribute \$300,000 for the use of the Facilities. If a Facility is removed from the Master Agreement during this period of the term, the City annual contribution will decrease by \$50,000. If a Facility is added to the Master Agreement during this period of the term, the City annual contribution will increase by \$50,000.

Effective July 1, 2022, the City will annually contribute \$315,000 for the use of the Facilities. If a Facility is removed from the Master Agreement during this period of the term, the City annual contribution will decrease by \$52,500. If a Facility is added to the Master Agreement during this period of the term, the City annual contribution will increase by \$52,500.

Effective July 1, 2027, the City will annually contribute \$330,000 for the use of the Facilities for the remainder of the term. If a Facility is removed from the Master Agreement during this period of the term, the City annual contribution will decrease by \$55,000. If a Facility is added to the Master Agreement during this period of the term, the City annual contribution will increase by \$55,000.

The City shall not be required to pay fees for the use of the Facilities for City sponsored youth and adult recreational programs. The City shall pay additional costs set forth elsewhere in this Master Agreement.

**8. DISTRICT MAINTENANCE RESPONSIBILITIES.** The District shall be responsible for all routine maintenance of the Facilities which shall be performed to District standards and consistent with maintenance of other District facilities. Routine maintenance may include, the softball/baseball infields, backstops, team benches, ball field protective fencing, drinking fountains, lighting system, signage, trees, turf areas, irrigation/sprinkler systems, perimeter fences and gates, walkways, trash receptacles, and track or running surface.

**9. CITY MAINTENANCE RESPONSIBILITIES.** The City will clean, maintain and ensure the working condition of the portable toilet facilities at Rancho San Justo. The portable toilet facilities will be maintained so that they are always safe, clean, fully operational and ready for use either by City or by District. The City will be responsible to maintain the parking facilities located at Rancho San Justo along the full length of the eastside of the recreational fields that run parallel to Prospect Road. The costs for maintaining the portable toilet facilities and parking facilities will be borne solely by City. City agrees to cooperate with District, so that any maintenance work is done in such a fashion and at such times that it does not conflict with District's regular school activities or with student safety. The work described in this section shall be performed by qualified City staff or contractor, not by District staff.

The City will clean, maintain and ensure the working condition of the public restroom and parking facilities at Calaveras Park. The public restroom and parking facilities will be maintained so that they are always safe, clean, fully operational and ready for use either by City or by District. The Calaveras restroom facilities will be open during the City's use times at the City's discretion. The costs for maintaining the public restroom and parking facilities will be borne solely by City. City agrees to cooperate with District, so that any cleaning and/or maintenance work is done in such a fashion and at such times that it does not conflict with District's regular school activities or with student safety. The work described in this section shall be performed by qualified City staff or contractor, not by District staff.

The City will be responsible for the items listed in Section 9 until the new field house is completed at Rancho San Justo Middle School and fully operational. At that time, the City and District will meet to discuss responsibilities and costs to operate and maintain the field house.

**10. SHARED MAINTENANCE RESPONSIBILITIES.** The District and City will cooperate with each other in keeping the Facilities clean and sanitary. The Facilities shall be "clean" for District and City Program use, meaning that paper, bottles, trash and other debris are removed from the Facilities and disposed of in District owned trash receptacles located in the Facilities.

**11. UTILITIES.** The District will be responsible for all water, electricity and gas utility costs associated with the Facilities.

**12. DAMAGE TO FACILITIES.** The City shall be responsible for any and all damages including, but not limited to vandalism, graffiti, and theft, caused during its use period to any components of the Facilities or District owned property caused by the negligent or wrongful acts of its employees, agents, subcontractors, participants or users.

The City will contact the District on issues regarding the use of Facilities and shall provide notice within twenty-four (24) hours of the occurrence or discovery of, any injury to person(s) using or damage to the Facilities or District owned property.

**13. ENVIRONMENTAL CONDITIONS.** The City and District agree that neither will cause, nor permit any Hazardous Materials to be placed upon the Facilities, except as permitted by law. The City agrees to indemnify, defend and hold harmless the District from any loss, claim, or expense resulting from the City's intentional or negligent violation of this Section. The District agrees to indemnify, defend and hold harmless the City from any loss, claim or expense resulting from the District's intentional or negligent violation of this section.

The term "Hazardous Materials" shall mean any substance, material, or waste which is, or becomes, regulated by any local governmental authority, the County, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the

Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.

**14. INDEMNIFICATION.** Neither City, nor any officer, employee, or agent thereof, shall be responsible for any damages, loss, costs or liability arising out of or occurring by reason of anything done or omitted to be done by District or its agents, employees, users or contractors under or in connection with this Master Agreement or their respective use of, or presence in, the facilities. It is also understood and agreed that, as authorized by Government Code Section 895.4, District shall fully defend, indemnify and hold City, its officers, employees and agents harmless from and against any claims, costs, loss, damages or liability arising out of or occurring by reason of anything done or omitted to be done by District under or in connection with this Master Agreement or by any of District's agents, employees, contractors, invitees or users in connection with their use of or presence in the facilities except during City use period.

Neither District, nor any officer, employee, or agent thereof, shall be responsible for any damages, loss, costs or liability arising out of or occurring by reason of anything done or omitted to be done by City or its agents, employees, users or contractors under or in connection with this Master Agreement or their respective use of, or presence in, the facilities. It is also understood and agreed that, as authorized by Government Code Section 895.4, City shall fully defend, indemnify and hold District, its officers, employees and agents harmless from and against any claims, costs, loss, damages or liability arising out of or occurring by reason of anything done or omitted to be done by City under or in connection with this Master Agreement or by any of City's agents, employees, contractors, invitees or users in connection with their use of or presence in the facilities except during District use period.

This Section shall survive the expiration or sooner termination of this Master Agreement.

**15. INSURANCE.** City and District agree to have and maintain the policies set forth in the attached Exhibit B, entitled "INSURANCE" or to provide a certificate of self insurance. All District policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Manager as to form and content, which approval shall not be unreasonably withheld or conditioned. All City self insurance, shall be subject to approval by the District's Risk Manager as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the respective Risk Manager of the other party. The City and District agree to provide the other with a copy of said policies, certificates, affidavits of insurance and/or endorsements before either party commences to perform any work under this Master Agreement.

**16. DAMAGE AND DESTRUCTION.** If the Facilities are damaged so as to render it unusable for the City's purposes, the City shall have the option to terminate this Master Agreement. If the City chooses to terminate the Master Agreement because of damage or destruction that renders the Facilities unusable and the District elects not to rebuild or repair the damaged Facilities, the balance of the City's contribution to the CIF shall be reimbursed to the City by the District. Reasonable costs to secure the site and render it safe shall be shared equally by the Parties provided that damage is through no fault of either party. If one party is responsible for the damage, that party shall bear all costs. In the alternative, the City and District may agree upon rebuilding the Facilities upon terms that may be negotiated.

If the City chooses to terminate this Master Agreement pursuant to this Section, the City shall notify the District in writing within one hundred-eighty (180) days prior to the effective date of termination.

**17. TERMINATION.** The parties may mutually agree to terminate this Master Agreement, without cause, upon giving no less than one hundred-eighty (180) days written notice of termination.

In the event the Master Agreement is terminated pursuant to this paragraph, the City may not remove from the Facilities any improvements installed under the Master Agreement and Community Recreation Agreements as referenced in Recitals Section D. All improvements will become the property of the District, without the necessity of formal documentation of transfer. Upon any cancellation of this Master Agreement, the City will remove all personal property belonging to the City. Any CIF fund balance shall be split between the City of Hollister and the District.

**18. ASSIGNMENTS AND SUBLETTING.** Neither City nor the District shall assign its interest in this Master Agreement except as provided in this Section 18, without prior written consent of the other, which may be withheld or conditioned in the parties' own discretion. The City shall not sublet all or any portion of the Facilities, nor its overall management or operation of the Program, defined in this Master Agreement, except as provided in this Section 18 without the prior written consent of the District, which the District may withhold or condition in its own discretion.

**19. AMENDMENTS.** Amendments to the terms and conditions of this Master Agreement shall be requested in writing by the party desiring such revision, and any such amendment to this Master Agreement shall be effective only upon the mutual agreement in writing of the parties hereto.

**20. TIME OF ESSENCE.** Time is expressly declared to be of the essence of each and every provision of this Master Agreement.

**21. NOTICES.** Any and all notices or other communications required or permitted by the Master Agreement or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or, in lieu of personal service, when deposited in the United States mail, first class, postage prepaid, addressed to:

City

City of Hollister  
Attn: City Manager  
375 Fifth Street  
Hollister, CA 95023

District

Hollister School District  
Attn: Superintendent  
2690 Cienega Road  
Hollister, CA 95023

Either the City or District may change its address or contacts for purposes of this Section by giving notice of the change to the other party in the manner provided in this Section.

**22. ENTIRE AGREEMENT.** This Master Agreement, including exhibits attached to this Master Agreement, constitutes the entire Master Agreement between the City and District respecting the use of Facilities and correctly sets forth the obligations of City and District to each other as of the Effective Date. Any agreements or representations not expressly set forth in this Master Agreement shall be null and void. The parties hereto specifically intend for this Master Agreement to supersede each and every term of the of the Community Recreation Agreements identified in Recital D above, and that such Community Recreation Agreements shall be null and void and ineffective on the Effective Date.

**23. GOVERNING LAW.** This Master Agreement shall be governed by and in accordance with the laws of the State of California. Any action to enforce the terms of this Master Agreement shall be brought in the appropriate court having jurisdiction over matters arising in San Benito County, California.

**24. NONDISCRIMINATION.** Neither City nor District shall discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Master Agreement.

**25. WARRANTS OF AUTHORITY.** Each of the persons signing this Master Agreement represents and warrants that such person has been duly authorized to sign this Master Agreement on behalf of the party indicated, and each of the parties by signing this Master Agreement warrants and represents that such party is legally authorized and entitled to enter into this Master Agreement.

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be executed this 19th day of October 2017.

**CITY OF HOLLISTER**  
a municipal corporation



William Avera  
City Manager

**HOLLISTER SCHOOL DISTRICT**  
a political subdivision of the State of California

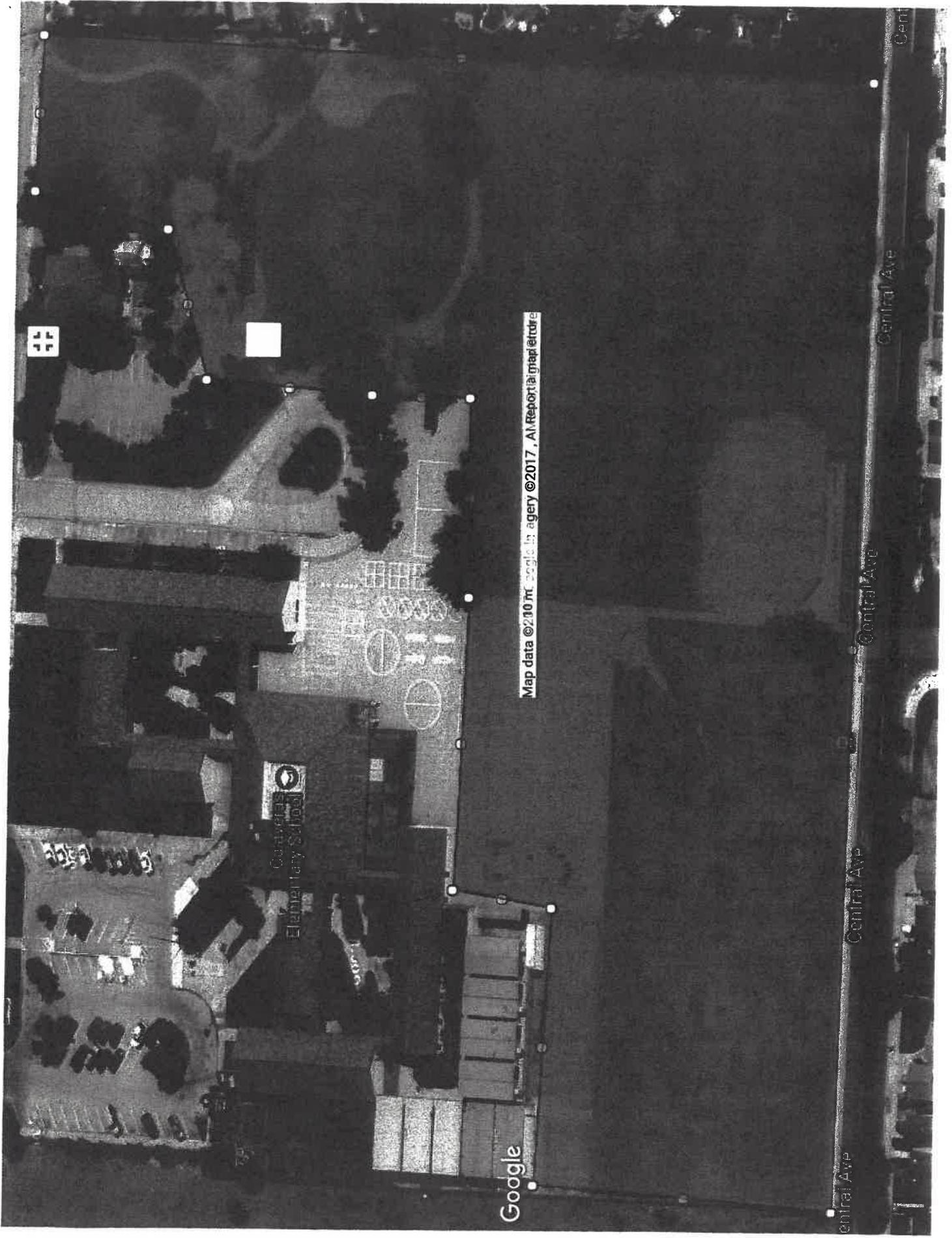


Lisa M. Andrew, Ed. D.  
Superintendent

## Exhibit A

School	Address
Calaveras Elementary School	1151 Buena Vista Road
Cerra Vista Elementary School	2151 Cerra Vista Drive
Gabilan Hills / HDLA Elementary School	921 Santa Ana Road
R.O. Hardin Elementary School	881 Line Street
Rancho San Justo Middle School	1201 Rancho Drive
Ladd Lane Elementary School	161 Ladd Lane
Marguerite Maze Middle School	900 Meridian Street

# Calaveras Elementary School



Map data ©2010 M. Google Imagery ©2017, AI Report, mapletore

Google

Central Ave

Central Ave

Central Ave

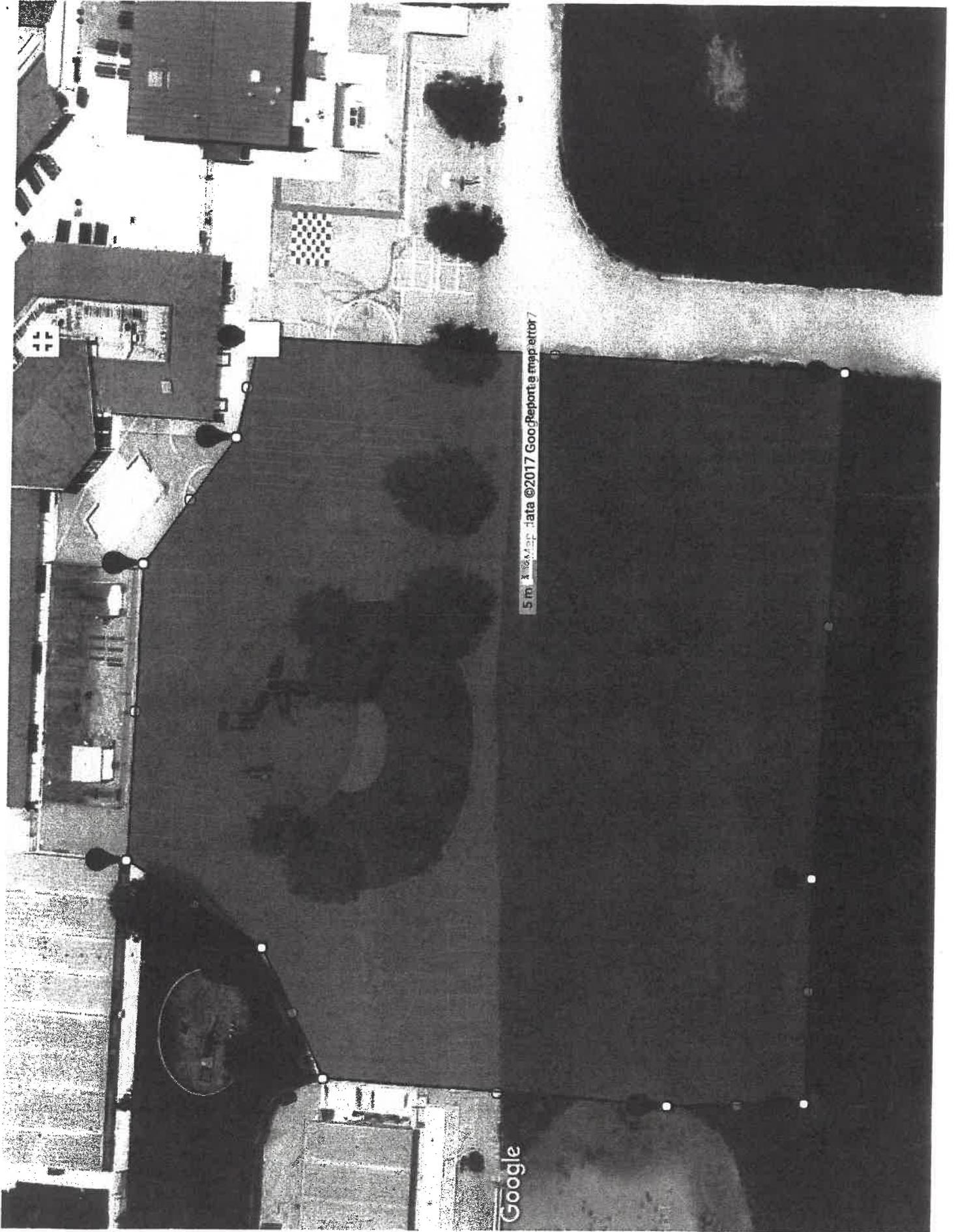
Central Ave

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**Cerra Vista Elementary School**



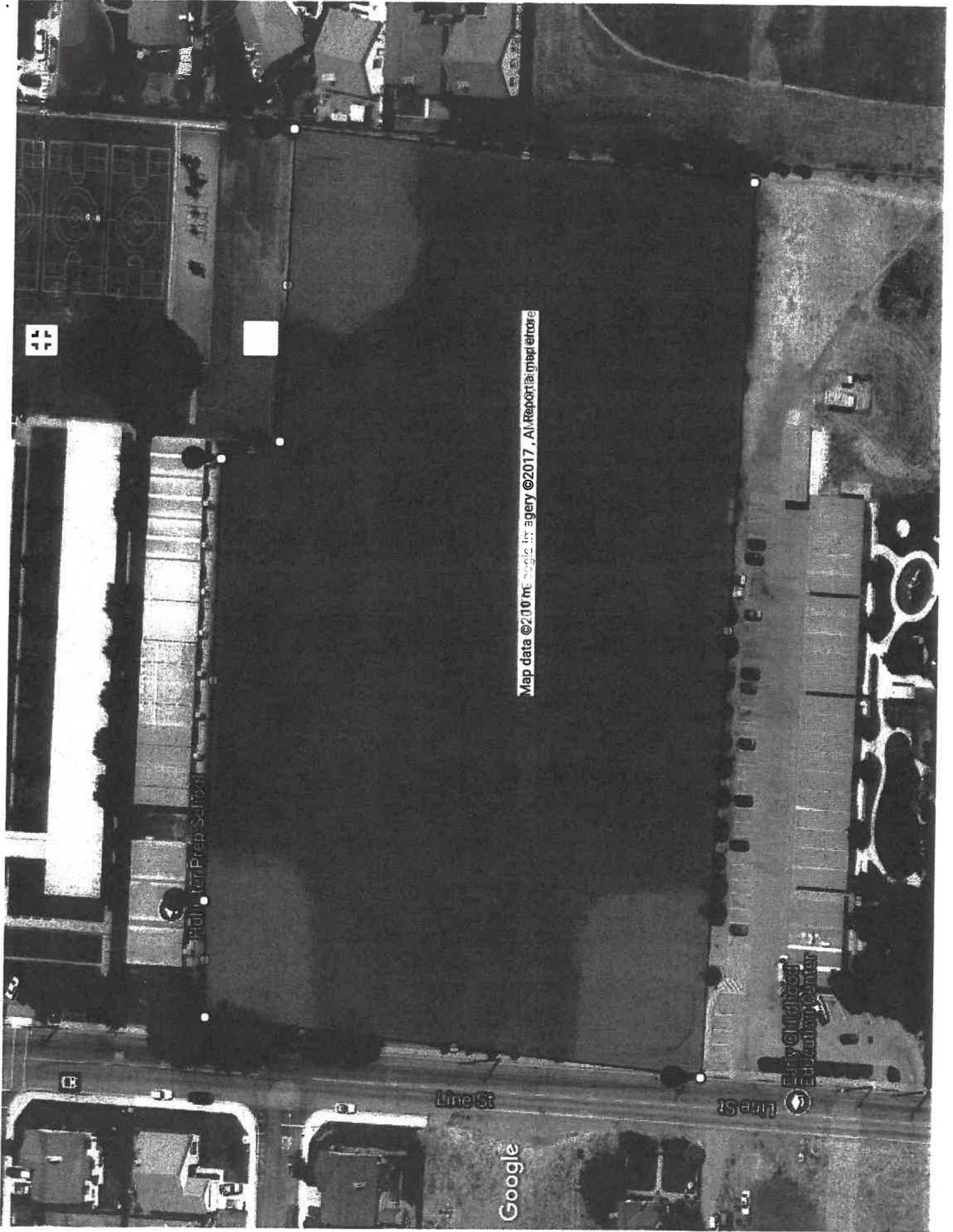
**Gabilan Hills / HDLA Elementary School**



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**R.O. Hardin Elementary School**



Map data ©2017, Imagery ©2017, AI, Report a map error

Google

Line St

15th St

R.O. Hardin  
Elementary School

Walter  
Prep School



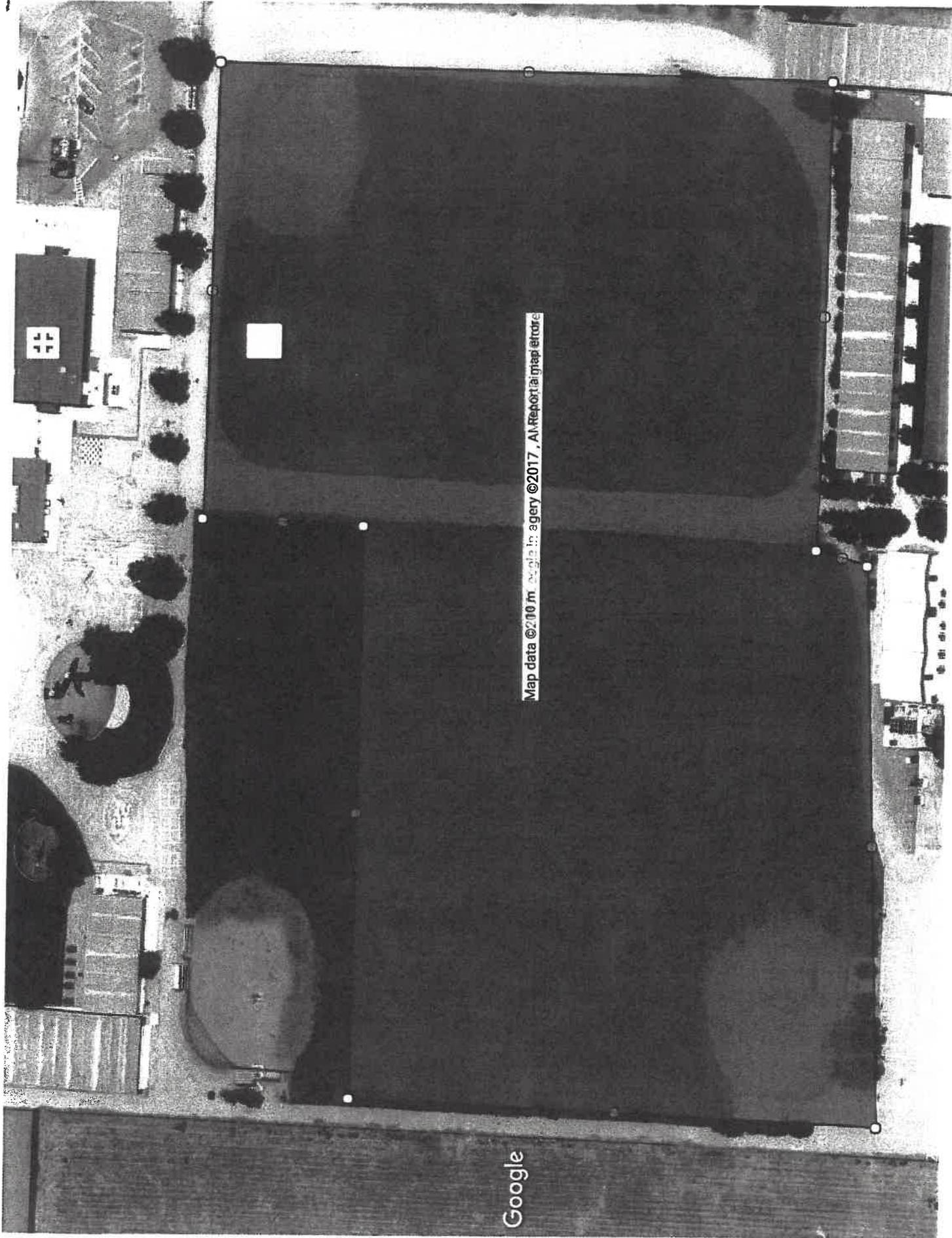
**Ladd Lane Elementary School**



Google

Map data ©2010 m. Google Inc. Imagery ©2017, AI. Report a map error

**Marguerite Maze Middle School**



Google

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