

**AMENDMENT # 1 TO THE
COOPERATIVE AGREEMENT**

**between the
COUNTY OF MONTEREY
and the
CHUALAR UNION ELEMENTARY SCHOOL DISTRICT
for
Multi-Use Athletic Field**

THIS AMENDMENT #1 is entered into this 17th day of May, 2016 by and between the County of Monterey (“County”), and the Chualar Union Elementary School District (“District”).

WHEREAS, the County and District entered into a Cooperative Agreement (“Agreement”) on October 27, 2015 for the construction, use and maintenance of a multi-use athletic field to be located on District property; and

WHEREAS, County and District wish to amend the terms of the Agreement to encompass additional improvements to the multi-use athletic field;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. The language of Recital C is deleted and the following language is substituted:

“The parties hereto agree that it is to their mutual benefit, and the benefit of the citizenry, to install an artificial turf, multi-use athletic field (“Field”) and to replace the track (“Track”) on the Property and make it available for public use outside of school hours (“Project”) under certain terms and conditions. The District has no funds available to undertake the Project.”

II. The language of Recital D is deleted and the following language is substituted:

“The County of Monterey proposes to assist the District by providing \$571,335 of Community Development Block Grant (CDBG) funds and \$274,336 of State of California Housing Related Parks Program (HRPP) funds to implement the design and construction of the Project on the District’s Property. Design and construction of a multi-use athletic field and track is a permissible and appropriate use of these funds.”

III. The language of Recital E is deleted and the following language is substituted:

“The proposed Project will include removing the existing natural turf field and replacing it with artificial turf and replacing the Track. Because the Field and Track are attached to Chualar Elementary School, the Project will involve construction of fencing to restrict access to the Field and Track and school during school hours. Outside of school hours, fencing will allow access to the Field and Track only.”

IV. The language of Section 2 is deleted and the following language is substituted:

“Scope of Project. For purposes of this Agreement, improvements (“Improvements”) included within the Project are:

- a) Removal of existing turf;
- b) Installation of artificial turf, entry gate, and chain link fencing;
- c) ADA improvements, as required, for path of travel access and bathroom upgrades; and
- d) Replacement of the Track surrounding the Field.

All Improvements are contingent upon State approval of the Project, if required, and sufficient Federal, State and/or local funding. If the total cost of the Project exceeds \$845,671, the Project will be scaled back to meet the funding received.”

V. The language of Section 3 d. is deleted and the following language is substituted:

“After completion of the Project, the District shall have exclusive use of the Field and Track during the regular school year from Monday through Friday from 7:00 a.m. until 6:00 p.m., excluding school holidays and other periods when school is not in session.

After completion of the Project, the District shall provide community access to the Field and Track during after school hours and on weekends during the District’s regular school year at the following times:

Monday – Friday: 6:00 p.m. – 7:30 p.m.
Weekends: 9:00 a.m. – 5:00 p.m.

The District reserves the right to utilize the Field and Track after-school and on weekends for school-sponsored events or extra-curricular sports activities for a maximum of ten (10) days during each year of the Term of this Agreement. The District shall post notice at the field of its planned use of the Field and Track at least one week in advance of such use.

During the District’s summer recess and spring recess, school holidays and other periods when school is not in session, the District shall provide community access to the Field and Track at the following times:

Monday – Friday: 9:00 a.m. – 5:00 p.m.
Weekends: 9:00 a.m. – 5:00 p.m.”

VI. The language of Section 3 e. is deleted and the following language is substituted:

“No District facilities shall be made available during community use of the Field and/or Track.”

VII. The language of Section 3 f. is deleted and the following language is substituted:

"The District reserves the right to establish and promulgate reasonable rules and regulations governing use of the Field and Track, and to modify such rules and regulations at any time, in the District's reasonable discretion, and with approval by the County. Such rules and regulations shall not impede community use of the Field and Track."

VIII. The language of Section 6. is deleted and the following language is substituted:

"Entry by District. At no time shall County have sole or exclusive access to or use of the Property or the Field or the Track and District personnel may enter at any time for any purpose, except that during construction, the District shall only have access to the Field and Track during the hours of 8-5 and only with permission of and accompanied by the Contractor."

IX. The language of Section 11 is deleted and the following language is substituted:

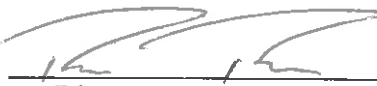
"Closure or Abandonment of Field and/or Track. If, within the anticipated service life of the Project, hereby agreed to be a period of fifteen (15) years from the date of Completion, the District closes or abandons the multi-use athletic Field and/or Track for use by the public, except for any reason outside of the District's control, without the prior written concurrence of the County, the District shall reimburse the County all costs expended to design and construct the Project."

X. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

**CHUALAR UNION ELEMENTARY
SCHOOL DISTRICT**

COUNTY OF MONTEREY

By: 
Roberto Rios
Superintendent

By: _____
David Spaur
Economic Development Director

Date: 4/28/16

Date: _____

Approved as to form:
DISTRICT COUNSEL

Approved as to form:
COUNTY COUNSEL

By: 

By: _____
Deputy County Counsel

Date: 5/3/16

Date: _____