

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAYWARD AND THE
HAYWARD AREA RECREATION AND PARK DISTRICT REGARDING THE OPERATION AND
MAINTENANCE OF LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT PARKS,
SPECIFICALLY: TWIN BRIDGES PARK, GORDON E. OLIVER EDEN SHORES PARK, ALDEN E.
OLIVER SPORTS PARK, AND SOHAY PARK**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this _1st day of July, 2024, hereafter referred to as the "Effective Date," by and between the CITY OF HAYWARD, a municipal corporation, located in the County of Alameda, State of California, hereinafter designated as "City," and the HAYWARD AREA RECREATION AND PARK DISTRICT, an independent special district organized pursuant to the laws of the State of California, hereinafter designated as "District." City and District are referred to individually herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, chapter 4 of division 5 of the Public Resources Code of the State of California (“Public Resources Code”) authorizes and empowers any city and recreation district to cooperate with each other and to that end enter into agreements with each other for the purpose of establishing community recreation programs and facilities; and

WHEREAS, District is the local parks and recreational service provider for the City of Hayward; and

WHEREAS, District and City have a shared vision and mutual interest in providing Hayward residents with the opportunity to participate in recreation activities and access high-quality outdoor areas and developing a unified equitable approach to serving the community's recreational and outdoor needs; and

WHEREAS, since December 1944, District and City have collaborated to address youth and community needs for developing and maintaining parks and open spaces and providing recreational opportunities; and

WHEREAS, City and District entered into a Maintenance of Understanding dated July 1, 2016 (the “2016 MOU”) specifically for the purpose of clarifying standards and processes for maintenance of Twin Bridges Park, Gordon E. Oliver Eden Shores Park, and Alden E. Oliver Sports Park; and

WHEREAS, City and District desire to terminate the 2016 MOU and replace it with this MOU setting forth the terms and conditions for District’s operation and maintenance of Twin Bridges Park, Gordon E. Oliver Eden Shores Park, Alden E. Oliver Sports Park and SoHay Park, all as further described in **Exhibit “A”**, which is attached hereto and incorporated herein (collectively, the “Parks”), and City’s reimbursement of District’s costs of maintenance of the Parks; and

WHEREAS, each of the Parks is within a certain specific Lighting and Landscape Assessment District (LLAD), as identified on Exhibit A, established by City to create a funding source for, among other things, the maintenance of certain public improvements, including City parks within each of the LLADs; and

WHEREAS, City and District acknowledge the need to provide excellent service to its residents without unnecessarily burdening property owners for maintenance costs; and

WHEREAS, City and District acknowledge the benefits of an operation and maintenance agreement for the Parks and seek to extend their working relationship.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained, it is mutually agreed by and between the Parties hereto as follows:

AGREEMENT

1 TERMINATION OF 2016 MOU.

As of the Effective Date hereof, the 2016 MOU shall be and is terminated and of no further force or effect, except for those provisions of the 2016 MOU that by their express terms survive the expiration of the term thereof or the earlier termination of the agreement. This MOU replaces the 2016 MOU and sets forth the terms and conditions for District's operation and maintenance of the Parks and City's reimbursement of, among other things, District's incurred maintenance and certain repair costs.

2 TERM.

The term shall commence on July 1, 2024 and shall terminate on June 30, 2029 (the "Initial Term"), but subject to the termination provisions herein. At the conclusion of the Initial Term, the term will continue for three (3) successive five (5) year extensions (each an "Extension Term"), unless one of the Parties provides written notice to other at least sixty (60) prior to the end of the Initial Term or an Extension Term of its termination of this MOU.

3 PARK OPERATION AND MANAGEMENT.

District shall operate, and manage the Parks for community recreational purposes as provided in the Public Resources Code and in the same manner and to the same standards that it operates and manages other City-owned parks pursuant to that certain Master Lease Agreement between City and District, dated ____ 2023 (the "Master Lease"). City provides to District a license for its elected officials, officers, employees, contractors, agents and volunteers (collectively, the "District Parties") to enter, use and occupy each of the Parks for the purposes stated herein and subject to the terms and conditions herein. Such license includes the right of public patrons to enter and use each of the Parks subject to District's and City's rules and regulations ("Park Patrons"). Such license also includes District's, the District Parties' and Park Patrons' use all appendant City-owned or leased streets, roads, parking lots, sidewalks, ways and other means of access on each of the Parks. Such license shall be considered revocable and shall be deemed revoked upon the expiration of the Term or any Extension Term or the earlier termination of this MOU.

4 MAINTENANCE AND REPAIR OF PARKS.

District shall be responsible for all necessary and ordinary care, maintenance, and repair of all equipment, playground facilities, grounds, buildings, and improvements now on or hereafter placed on said premises of the Parks, including, but not limited to, all necessary and ordinary custodial, janitorial, gardening, and other routine maintenance services as further described in the Scope of Work Per Park, attached hereto as Exhibit "B" and incorporated herein (collectively, "Maintenance"). Repair of conditions beyond normal wear and tear that exceed Two Hundred Fifty Dollars (\$250.00) ("Reimbursable Repairs") will need approval from the City's Landscape Manager prior to work being done. The District will then invoice the City for reimbursement as set forth in Section 5 (Billing and Reporting), below.

During the Term hereof and any Extension Term, District shall utilize the Hayward Area Recreation and Park District Board of Directors' (Board of Directors) approved and adopted Park Maintenance Standards

to ensure equal level of care and maintenance of the Parks with those parks subject to the Master Lease and other District parks.

To ensure the successful implementation of the Park Maintenance Standards and programs, and due to certain regional and City-wide issues that may impede District's ability to meet the standards with consistency, City, when possible, agrees to provide support to District, upon District's request, in the event that assistance is needed for Maintenance or upkeep of the Parks and for addressing cross-agency challenges, including but not limited to the items below:

- Illegal dumping in parks
- Homelessness in parks and the impact of the user experience and ability to achieve maintenance standards
- Any cooperative maintenance endeavors between City and District, including the use of specialized equipment to be used for maintenance in parks.

City agrees to provide support when resources are available, but is under no obligation to provide maintenance support under the terms of this MOU.

5 UTILITIES.

City shall reimburse HARD for all utilities, defined as water/sewer, electricity/gas, and refuse/recycling collection (collectively, "Utilities"), furnished to the premises at Twin Bridges Park and Gordon E. Oliver Eden Shores Park. District is fully responsible for all Utilities servicing the Alden E. Oliver Sports Park. At parks where City agrees to reimburse the District for Utilities, reimbursement shall be made pursuant to Section 5 (Billing and Reporting), below. The utility meters eligible for reimbursement are detailed in Exhibit "D". To minimize waste and the fiscal impact on ratepayers, HARD will proactively manage Utilities at all sites. HARD agrees to manage water usage through technologies such as evapotranspiration (ET)-based controllers and water monitoring software.

6 BILLING AND REPORTING.

District will bill City quarterly for reimbursement of costs Maintenance, Reimbursable Repairs and Utilities. The request for reimbursement shall include:

- i. For Maintenance and Reimbursable Repairs, District staff shall provide an invoice of work performed, including:
 - a. Log, including employee name, position, hourly rate, date, and types of services performed, if above and beyond regular maintenance.
 - b. Description of maintenance performed, including pictures and any expense receipts.
 - c. Copy of Utility bills and proof of payment.
- ii. Utility reimbursement
 - a. Separated by Utility type, (1. Water, 2. PG&E, 3. Waste Management 4. Sewer) per Park
- iii. Park and landscaping reports, as detailed in Exhibit B.
 - a. Quarterly inspection/condition report of play structures, roofs, outbuildings, and fences
 - b. Quarterly water reports from monitoring software
 - c. Yearly inspection/condition report of trees (growing conditions and health)
 - d. Dated pictures of play structure and landscaping

City shall only reimburse Maintenance costs up to the annual amount listed in the annual Engineer's Report for each LLAD, excluding Reimbursable Repairs. The maximum amount of reimbursement for Maintenance and Utilities for Fiscal Years 2024 – 25 and 2025 – 26 is set forth in the FY25 and FY26 Reimbursement Schedule, which is attached hereto as Exhibit "C" and incorporated herein. Payment for invoiced Maintenance, Reimbursable Repairs, and Utilities will be processed and paid quarterly once items (a-c) above are received. Payment shall be made to District at the address listed in Section 12, below.

The request for reimbursement should be addressed to:

City of Hayward
c/o MSD: Landscape Maintenance Division
Richard Nield, Landscape Maintenance Manager
richard.nield@hayward-ca.gov
Manny Grewal, Management Analyst
manny.grewal@hayward-ca.gov

7 INSURANCE AND INDEMNIFICATION.

District shall take out and keep in force during the Term and any Extension Term hereof, at District's expense, public liability insurance with coverage in the amount of three hundred thousand dollars (\$300,000.00) for property damage and general liability in the amount of four million dollars (\$4,000,000.00) Combined Single Limit for one occurrence for bodily injury, personal injury and property damage, and shall designate specifically that City is an additional insured thereunder. The policy shall also apply on a primary/non-contributory basis to City. Certificates and endorsements evidencing said insurance coverage shall be presented to City Attorney of City for written approval. District may meet its insurance obligation through a program of self-insurance which may include participation in a risk-sharing pool such as California Association of Park and Recreation Indemnity ("Self Insurance Provider").

District shall, at all times during the Term and any Extension Term hereof, and at its own expense, procure and maintain in force workers' compensation insurance covering all employees in connection with all its activities and operations upon said premises as required by State law.

District shall obtain a written obligation on the part of any such insurance company or Self Insurance Provider to notify City in writing at least 45 days (in the case of workers' compensation, 10 days) prior to any cancellation or amendment of such policy and of any delinquency in premium payments. District agrees, if District does not take out such insurance or keep the same in full force and effect, that City may take out the necessary insurance and pay the premium therefore, and District shall repay to City the amount so paid within thirty (30) day of written notice from City.

City shall be free of all liabilities and claims for damage by reason of any injury or death to any person or persons, or property of any kind whatsoever and to whomsoever belonging, from any cause or causes whatsoever, except any liability and claim caused solely by the negligent acts or willful misconduct of City, its officers, employees, agents or servants, while in, upon, or connected in any way with the premises of the Parks (including, but not limited to, negligent acts or willful misconduct occurring prior to the Effective Date hereof), or District's performance of obligations, during the Term and any Extension Term hereof and District hereby agrees to indemnify, save harmless, and defend City from all liability, damages, loss, costs and obligations, including court costs and counsel fees, on account of or arising out of or alleged to have arisen out of, directly or indirectly, any such injuries, death or losses.

Nothing in this MOU contained shall prevent either Party from obtaining additional insurance at its own expense.

The following endorsements must be attached to the public liability insurance policy:

- a) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence". The policy must cover personal injury as well as bodily injury.
- b) The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property must be eliminated from the basic policy endorsements.
- c) Broad Form property damage liability must be afforded. Permission is granted for a deductible which shall not exceed five hundred dollars (\$500.00) without special approval of City.
- d) City must be named as an additional insured under the coverage afforded with respect to the obligations being performed under the contract.
- e) An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by City will be called upon to contribute to a loss under this coverage.

8 IMPROVEMENTS.

Aside from Maintenance and Reimbursable Repairs, District will not make improvements or alterations, whether permanent or not, to any structure or facilities or the premises of any Park, without written approval from the City Manager, or their designee. In the event that any such improvements or alterations are approved, the Parties will enter into an amendment hereto or a separate agreement which sets forth the terms and conditions for the construction or installation of the improvements or alterations and the City's acquisition thereof, if at all, upon the expiration of the Term or any Extension Term hereof or earlier termination of this MOU.

9 TERMINATION.

In the event District is dissolved or the territory of the City is detached from the District, this MOU shall terminate as the date of such dissolution or detachment. Upon termination of this MOU, District shall vacate the Parks and the terms herein shall be of no further force or effect, except as otherwise stated herein.

Except as to a monetary default hereunder, either Party may, after the first three (3) years of the Term or at any time during an Extension Term, terminate this MOU upon the occurrence of an uncured default by the other Party of any material term hereof. The non-defaulting Party shall provide written notice to the defaulting Party of the default and demand that the default be cured within six (6) months thereafter. The non-defaulting Party may, in the exercise of its reasonable discretion, extend the time period for curing a default and shall notify the defaulting Party in writing of such an extension. If the defaulting Party fails to cure the default within the 6-month period or such extended time specified by the non-defaulting Party, then the non-defaulting Party may terminate this MOU at any time by providing a notice of termination to the defaulting Party. A monetary default may be enforced at any time during the Term or any Extension Term.

10 DISPUTE RESOLUTION.

The Parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this MOU that is not the subject of a notice of default described in Section 9 (Termination), above, subject to the following provisions:

- a) A Party desiring to meet and confer shall so advise the other Party pursuant to a written notice.
- b) Within fifteen (15) days after provision of that written notice by the Party desiring to meet and confer, or some other date mutually agreed by the Parties, the Parties shall meet in person and attempt to amicably resolve their dispute. Each Party shall send to the meeting a person with the ability to resolve the dispute or to make a recommendation to the General Manager/City Manager to resolve the dispute.
- c) The Parties shall participate in mediation for any dispute that remains unresolved. The mediator shall be selected by mutual agreement of the Parties. The costs of the mediator shall be equally shared by the Parties. Each party shall otherwise bear its own costs and attorneys' fees related to the mediation.
- d) No Party shall file a legal action without first complying with the provisions of this Section 10. The statute of limitations shall be suspended during the duration of the dispute resolution process.

11 CITY RIGHT OF ENTRY.

City hereby reserves, from the Effective Date hereof, the right to enter upon said the premises of the Parks at any and all times to survey, locate, or inspect said premises, and the right at any and all times, to install, construct, repair, or maintain any public utility, including, but not limited to, drainage, sewage, and water facilities. City will give notice to the best of its ability but is not required to do so. City shall coordinate any such work with District so as to minimize disruption of the use of the Park by Park Patrons but is not required to do so.

12 NOTICES.

All notices herein provided to be given or which may be given by either Party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage fully prepaid, and addressed to the other party at the following address:

City	District
City of Hayward	Hayward Area Recreation and Park District
c/o City Manager	c/o General Manager
777 "B" Street	109 "E" Street
Hayward, CA 94541	Hayward, CA 94541

Such mailing address may be changed by either Party by giving written notice thereof to the other party as herein provided.

13 ASSIGNMENT.

District shall not assign this MOU voluntarily or by operation of law or any right hereunder, nor sublet the premises of a Park or any part thereof, without the prior written consent of the City Manager of City. No consent to any assignment of this MOU, voluntarily or by operation of law, or any subletting of the Park

premises shall be deemed to be a consent to any subsequent assignment of this MOU, voluntarily or by operation of law, or any subletting of the Park premises without obtaining the prior written consent of City Manager of City shall be void and at the option of City, exercised by written notice to District, shall terminate this Agreement.

14 ENTIRE AGREEMENT.

This MOU constitutes the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

15 AMENDMENTS.

This Agreement may be amended at any point in writing signed by authorized representatives of District and City.

- a) It is mutually agreed that any Park made subject to this Agreement may be removed here from after ninety (90) days written notice by City and documented as an amendment hereto. Any park to be added to the coverage of this MOU shall be documented as an amendment hereto.

16 SEVERABILITY.

Should any provision of any of this MOU be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions, which shall remain in force to the maximum extent possible.

17 INTERPRETATION.

The Parties acknowledge that each Party and its counsel have reviewed and revised this MOU and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed. The defined terms herein shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written."

18 GOVERNING LAW.

This MOU shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce the term of this MOU shall be filed in the Superior Court of Alameda County.

19 NO CONFLICTS OF INTEREST.

Each Party warrants to the other that no member of the governing body of City or District and no other public official of such locality or localities during their tenure and for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this MOU.

20 COUNTERPARTS.

This MOU may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signatures delivered electronically or by facsimile shall be as binding as originals upon the Parties.

21 AUTHORITY.

Each Party represents that the signatory has the authority to bind each respective entity, and assents to each and every term contained within this Agreement.

22 NO THIRD-PARTY BENEFICIARIES.

It is the intention of the Parties that under no circumstances are any rights created for persons or entities who are not parties to this MOU and District and City owe no duty to any persons or entities not parties to this agreement under a third-party beneficiary theory or under any other theory of law.

23 ATTORNEYS' FEES.

If either Party commences any legal action against the other Party arising out of this MOU or the performance thereof, each Party in such action shall be responsible for its own litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses and attorneys' fees.

24 NO JOINT VENTURE.

It is expressly understood and agreed that neither Party shall become as a result of this MOU a partner of the other or a joint venturer with the other Party in the conduct of such Party's business or otherwise. This agreement is not intended, and shall not be construed, to create the relationship of principal and agent, partnership, joint venture, or association as between City and District.

25 SUCCESSORS AND ASSIGNS.

Subject to the restrictions on assignment set forth above, all of the terms, covenants, and conditions of this MOU shall be binding upon City and District and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be lawfully executed as of the Effective Date.

HAYWARD AREA RECREATION AND PARK DISTRICT, a California special district

By: _____

Date: _____

James Wheeler, General Manager

Attest: _____ Secretary, Board of Directors

CITY OF HAYWARD, a municipal corporation

By: _____

Date: _____

Dustin Claussen, Interim City Manager

Attest: _____

Miriam Lens, City Clerk

Approved as to form: _____

Date: _____

City Attorney for City of Hayward

- Exhibit A: City of Hayward Lighting and Landscape District Park Sites to be Maintained by the Hayward Area Recreation and Park District
- Exhibit B: Scope of Work per Park
- Exhibit C: FY25 and FY26 Reimbursement Schedule
- Exhibit D: Eligible Utility Meters for Reimbursement
- Exhibit E: Hayward Area Recreation and Park District – Adopted Park Maintenance Standards

EXHIBIT A

CITY OF HAYWARD LIGHTING AND LANDSCAPE DISTRICT PARK SITES MAINTAINED BY THE HAYWARD AREA RECREATION AND PARK DISTRICT

	PARK NAME	ADDRESS	ACRES	APN(S)
1	Alden E. Oliver Sports Park	2580 Eden Park Pl	24.52	456-0097-001-00
2	Gordon E. Oliver Eden Shores Park	2841 Sea Haven Ct	5.58	461-0036-003-00
3	Twin Bridges Park	301 Arrowhead Way	2.11	078G-2651-019-00
4	SoHay Park	29400-29410 Dixon St	0.96	078C-0803-006-00 078C-0803-017-00

EXHIBIT B

SCOPE OF WORK PER PARK

The following scope of work needs to be completed at all parks, as necessary/needed. Specific requirements per park are detailed below.

All Parks

Daily:

- Inspect play equipment daily for vandalism and evaluate the condition of play structure. Identify and correct any unsafe conditions.
- Trash container to be emptied.
- Litter pickup of entire park.

Three Times per Week (Mon, Wed, Fri):

- Inspect picnic tables for damage, wear, vandalism, and repair.
- Empty recycling bins and replace liners.
- Inspect barbeque pits and repair. Empty ashes into a fireproof container and remove them.

Weekly:

- Mow all turf areas.
- Edge turf areas.
- Empty all doggie stations and reline. Replace doggie station fill bags.
- Visually check benches for damage, wear and vandalism, clean and repair.
- Blow all hardscapes to remove debris and tripping hazards.
- Test irrigation weekly for proper function, noting inefficiencies. Adjust run times and frequency for environmental factors such as season, temperature, and overall appearance. Repair or replace items not functioning properly. Overall water use may be reduced by the City during times of drought conditions.
- Inspect, clean, and repair water fountains. Remove any hazards and repair.

Monthly:

- Visually inspect backflow and repair defects and/or leaks.
- Inspect fencing (iron, wood, masonry, cyclone, etc) and repair.

- Inspect bike rack and repair.
- Inspect bollards and repair.
- Inspection of play structure and equipment in which every component is inspected, and any defects are noted and repaired.

Quarterly:

- Inspect condition of structures and roof. Report to City Landscape Manager or Designee.
- Inspect condition of outbuilding for equipment and trash receptacle storage. Report to City Landscape Manager or Designee.
- Submit water usage reports per the water monitoring software.
- Trimming of hedges on a quarterly basis to maintain height and shape.
- Trim entire walk path for height and shape.
- Inspect light poles to ensure proper function and repair.

Yearly:

- Visually inspect all trees yearly and submit report on growing condition and health of trees to City Landscape Manager or Designee.
- Over-seed of turf areas.
- Refill and compact decomposed granite in BBQ area(s)

Bi-Yearly:

- Pruning all trees under 25 feet. Trees over 25 feet report to the City Landscape Manager or Designee for trimming.
- Refill chips in landscaping and along walk path.

Other:

- Report all lighting issues and damages to the City Landscape Manager or Designee.

ALDEN E. OLIVER SPORTS PARK

In addition to the scope of work detailed in the “All Park” section, the following needs to be completed at Alden E. Oliver Sports Park:

Scoreboard and Lighting

- Inspect score boards to make sure they are functioning and repair on a monthly basis.
- Inspect 24 stadium lights to ensure operating properly and repair on a monthly basis.

Basketball Court

- Blow court of on a weekly basis and remove any debris.
- Visually check court surface for instances of vandalism and graffiti, removing when present.
- Visually check net for signs of wear, breaks, replacing as needed.
- Visually check backboard for signs of wear, vandalism, cracks and/or damage, replacing as needed.
- Empty all trash cans 3 times a week, on Monday, Wednesday and Friday.
- Inspect all metal benches for signs of wear, vandalism and graffiti on a weekly basis.

Restrooms

- Unlock restrooms at 8am and lock at sunset.
- Daily service including:

Picnic Areas

- Clean three times per week on Monday, Wednesday and Friday. Groom decomposed granite and substrate weekly, removing debris and weeds.

Baseball Fields (Natural Turf)

- *Daily:*
 - Groom infield
 - Empty Trash
 - Pick up litter and debris
 - Inspect bleachers and dug out benches
 - Clean concession stands
- *Weekly:*
 - Mow turf
 - Clean score booth and ticket booths
- *Bi-Yearly:*
 - Fertilize and aerate

Soccer Field (Synthetic Turf)

- *Daily:*
 - Inspect synthetic turf
 - Pick up litter and debris
 - Remove foreign debris
 - Inspect bleachers
 - Check seams and joints
- *Weekly:*
 - Inspect goal and net - repair or replace as needed.
 - Clean score booth and ticket booths
 - Check infill depth at heavily used areas - maintain infill depth
 - Groom field
- *Bi-Yearly:*
 - Check for infill compaction
 - Check for bent or creased grass fibers
 - Check for drainage
 - Check for uneven infill
 - Check for accumulated dirt and debris
- *Annually:*
 - Professional field inspection, including a deep cleaning and reinstallation of infill.

Note: HARD is responsible for the cost of replacing the synthetic turf of the soccer fields. The cost of such replacement is not to be borne by funds from the associated City Landscape Lighting and Assessment District.

GORDON E. OLIVER EDEN SHORES PARK

In addition to the scope of work detailed in the “All Park” section, the following needs to be completed at Gordon E. Oliver Eden Shores Park:

Basketball Courts

- Blow court of on a weekly basis and remove any debris.
- Visually check court surface for instances of vandalism and graffiti, removing when present.
- Visually check net for signs of wear, breaks, replacing as needed.
- Visually check backboard for signs of wear, vandalism, cracks and/or damage, replacing as needed.
- Empty all trash cans 3 times a week, on Monday, Wednesday and Friday. (Are there trash cans here? Copied from above)

- Inspect all metal benches for signs of wear, vandalism and graffiti on a weekly basis.

Tennis Courts

- Blow court of on a weekly basis, checking court for tripping hazards.
- Visually check court surface for instances of vandalism and graffiti, removing when present.
- Visually check nets for signs of wear, damage, replacing as needed.

Observation Rotunda

- Blow cleaning stairs and cement seating area on a weekly basis.
- Inspect handrails for damage and vandalism on a bi-weekly basis, repairing and/or painting as needed.

Restrooms

- Unlock restrooms at 8am and lock at sunset.
- Daily service including:
 - Fill toilet paper holders
 - Fill toilet seat covers
 - Cleaning toilets
 - Visually inspect and replace urinal tablets as necessary
 - Visually inspect for vandalism or non-functioning items
 - Repair or replace lighting
 - Clean water fountain, repair as needed.

Picnic Areas

- Clean three times per week on Monday, Wednesday and Friday.
- Groom decomposed granite and substrate weekly, removing debris and weeds.

TWIN BRIDGES PARK

In addition to the scope of work detailed in the “All Park” section, the following needs to be completed at Twin Bridges Park:

Basketball Court

- Visually inspect basketball court for vandalism and hazards, such as glass, on a biweekly basis. Check condition of net and backboard and replace as necessary. Blow debris from court.

Volleyball Court

- Visually inspect volleyball court/sand pit for hazards, such as glass, on a biweekly basis.
- Groom and refill sand as needed on a biweekly basis.

SOHAY PARK

In addition to the scope of work detailed in the “All Park” section, the following needs to be completed at SoHay Park:

BMP Treatment Areas

- October clean-up BMP Treatment Areas.
- Replace any missing plant material and replenish mulch for November’s compliance inspection with the City’s Environmental Services Division.

EXHIBIT C

FY25 AND FY26 REIMBURSEMENT SCHEDULE

The City agrees to reimburse the District on a quarterly basis per fiscal year. The reimbursement will include specified rates for Maintenance and actual cost paid for Utilities expenses. Acknowledging the need to adjust ratepayer assessments to account for Utilities costs being shifted from HARD to the City beginning in FY25, maintenance costs in FY25 and FY26 will remain static with the FY24 rate. Thereafter, a 3% CPI increase will be applied to the reimbursement amount for Maintenance costs bi-annually in odd years beginning in FY27 (FY29, FY31, FY33, etc.) for the term of the agreement. Below is the agreed-upon reimbursement schedule for FY25. The reimbursement amounts will be outlined in the annual Engineer's Report per park.

Location	FY25 and FY26 Maintenance Reimbursement/Yr	FY25 and FY26 Utilities Reimbursement/Yr
Alden E. Oliver Sports Park	\$24,666	N/A
Gordon E. Oliver Eden Shores Park	\$56,652	At cost*
Twin Bridges Park	\$51,000	At cost*
SoHay Park	\$47,000	At cost*

*Please refer to Section 5, above, to confirm reimbursement arrangement for the various Utility types.

EXHIBIT D

ELIGIBLE METERS FOR REIMBURSEMENT

The following meters are eligible for utilities reimbursement based on the billed amounts not to exceed the agreed-upon reimbursement rate(s) detailed in Exhibit C.

Water

Location	Meter Number	Connection Type
GORDON E. OLIVER EDEN SHORES PARK	17898878	IRRIGATION
GORDON E. OLIVER EDEN SHORES PARK	17849230	WATER
TWIN BRIDGES PARK	17898888	IRRIGATION

Waste Management

Location	Account Number
GORDON E. OLIVER EDEN SHORES PARK	9-57857-95006
GORDON E. OLIVER EDEN SHORES PARK	51132-88907
TWIN BRIDGES PARK	N/A

PG&E

Location	Meter Number
GORDON E. OLIVER EDEN SHORES PARK	1761789504-4
GORDON E. OLIVER EDEN SHORES PARK	8357659848-2 5073062058-5
TWIN BRIDGES PARK	4299822735-1