

MASTER AGREEMENT BETWEEN THE CITY OF ALBANY AND
THE ALBANY UNIFIED SCHOOL DISTRICT FOR
USE OF FACILITIES

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the CITY OF ALBANY, a municipal Corporation of the State of California, herein called "CITY" and the ALBANY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, herein called "DISTRICT" (collectively the "Parties").

WITNESSETH:

WHEREAS, Section 10900 et, seq, of the Education Code of the State of California (The Community Recreation Act) authorizes cities and school districts to organize, promote, and conduct programs of community recreation for the promotion and attainment of general educational and recreational objectives, and to enter into agreements with each other for such purposes; and

WHEREAS, the CITY, through its Departments of Recreation and Community Services and Public Works desires to use DISTRICT facilities for some of the CITY'S community recreation uses; and

WHEREAS, the DISTRICT desires to use CITY facilities to provide some of DISTRICTS educational and school related activity programs; and

WHEREAS, both the DISTRICT and the CITY wish to use the other agency's facilities so that each agency can provide more fully for its own program needs; and

WHEREAS, the DISTRICT and the CITY each wish to provide programs of education and activities for adults and children of the community; and

WHEREAS, in the interest of both agencies to provide the best service programming activities with the least possible expenditure of public funds, and a use agreement allowing access to each agency's facilities is felt to benefit the greater community; and

WHEREAS, it is the public interest that the uses of recreational and activity facilities of the DISTRICT and the CITY be maximized; and

WHEREAS, it is the intent of the parties to this agreement to make their public facilities available to each other for use under the conditions set below ; and

WHEREAS, the DISTRICT wishes to provide balanced use for its male and female baseball/softball users, and may better do so through access to CITY field facilities,

WHEREAS, CITY has sufficient field facilities to provide balanced use for male and female users, but it can provide more field access to both male and female if it has access to

DISTRICT field facilities,

WHEREAS, CITY and DISTRICT desire to maximize field availability to male and female users through a cooperative arrangement,

WHEREAS, DISTRICT, in recognition of the benefits of having access to additional field space belonging to CITY, will undertake improvements to the fields as set forth herein to make them suitable for the intended uses,

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, and in consideration of performance of parties of the covenants herein contained, the CITY and DISTRICT agree as follows:

1. Use of District Facilities. The DISTRICT hereby agrees to make available to the CITY for community recreation activities school facilities owned and operated by the DISTRICT which are suitable for community recreation activities sponsored by the CITY. The CITY'S use of the DISTRICT'S facilities, however, shall not interfere with the DISTRICT'S use of its facilities for public school purposes. Additionally, use of the DISTRICT's pool will be governed by a separate agreement between the Parties.

Such facilities shall be selected by the Director of the Department of Recreation and Community Services (hereinafter called "Director"), subject to the approval of the Superintendent of the DISTRICT (hereinafter called "Superintendent").

The Parties acknowledge that the DISTRICT is a party to two litigation settlement agreements pertaining to Cougar Field: the Stipulated Judgment in the action City of El Cerrito v. Albany Unified School District (Contra Costa Superior Court Case No. N07-1266), and the "Cougar Field Settlement Agreement" dated February 3, 2009, between the DISTRICT and the Behrens Neighborhood Association (collectively the "Settlement Agreements"). The Settlement Agreements place certain restrictions on the use of Cougar Field. Nothing in this Agreement is intended to contradict the Settlement Agreements, and the Parties' use of Cougar Field hereunder will comply with the terms of the Settlement Agreements.

2. Use of CITY Facilities. The CITY hereby agrees to make available to the DISTRICT for school events, activities or educational programs CITY recreation facilities, which are suitable for DISTRICT'S events, activities or educational programs. The DISTRICT'S use of the CITY'S facilities, however, shall not interfere with the CITY'S use of its facilities for recreational purposes. Such areas shall be selected by the Superintendent subject to the approval of the Director.

3. Scheduling, Priority and Fees.

A. The SUPERINTENDENT and DIRECTOR or their designees shall meet annually in the month of November to review scheduling, priority use, and fees, and maintenance costs (the "Annual Meeting").

B. A schedule of dates for proposed use of DISTRICT facilities by the CITY will be prepared in advance by the CITY. A schedule of dates for proposed use of CITY facilities by the DISTRICT will be prepared in advance by the DISTRICT. In each case, the schedule shall attempt to arrange times to avoid conflict between each agency's uses of its facilities for its other programming. In order to prepare the schedules in advance, staff from the CITY and staff from the DISTRICT shall turn in facility requests two times per year: by December 1 to schedule for the upcoming June through December, and again by June 1 to schedule for the upcoming December through May. Exhibit A represents the minimum number of facilities and hours the DISTRICT shall make available to the CITY. Exhibit B represents the minimum number of facilities and hours the CITY shall make available to the DISTRICT. Exhibit C represents the allocation of and summary of baseball and softball programs in Albany per both the CITY and the DISTRICT. The DIRECTOR and SUPERINTENDENT must agree upon any additional hours

C. In scheduling the use of DISTRICT'S facilities, school events and programs shall have first priority, CITY programs shall have second priority and any other events by other clubs or agencies shall have priority thereafter.

In scheduling the use of CITY facilities, CITY sponsored activities shall have first priority, DISTRICT activities and programs shall have second priority and any other events or activities by other clubs or agencies shall have priority thereafter.

For the purposes of this Agreement, DISTRICT activities and programs shall include use by the PTA and DISTRICT recognized foundations, charitable organizations and booster groups that support or raise funds for DISTRICT, subject, however, to the provisions of 3.G.

D. DISTRICT Adult School classes may schedule classroom space free of charge at the Albany Senior Center. Adult School classes/activities held at any other CITY facility will be charged the CITY'S non-profit rate. As has been the practice for a number of years, and to the extent allowed by law, Adult School participants using the Albany Senior Center will continue to pay to the CITY of Albany \$10 for residents and \$12 for non-residents per class. As part of the annual meeting between the SUPERINTENDENT and DIRECTOR regarding this Agreement, fees for Adult School participants will be discussed for possible adjustments. The per-person fee for the Adult Classes will be included and adopted annually as part of the CITY'S Master Fee Schedule.

E. Unless otherwise provided for in this Agreement, and notwithstanding the DISTRICT's and/or CITY's procedures, policies, rules or regulations, the use of each agency's facilities shall be fee exempt for both parties.

F. The shared use of each agencies' facilities is premised on the principle that the total number of hours of use per year by each agency of the other agency's facilities shall be an approximately equal number of hours. At the Annual Meeting, the SUPERINTENDENT and DIRECTOR will determine if each is satisfied with the proposed

amount of use being requested and if it conforms to an approximately equal amount of time of use. Should use by one agency significantly exceed the use of the other's, limits on use shall be authorized and imposed as agreed upon by the SUPERINTENDENT and the DIRECTOR. If agreement cannot be reached, then the parties shall make best efforts to adjust the amount of hours by each agency to be within 5% of the other agency.

G. The free use of each agency's facilities is for those programs and activities that have been in place by policy or practice prior to this Agreement, including, but not limited to, education, health, art, and sports classes, activities, or programs. All other activities such as, but not limited to, PTA meetings, fundraisers, City Council meeting, City commissions, City committees, Board of Education, District committees shall pay the agency's non-profit rate and are not included in the priority booking schedule unless otherwise set forth in separate agreements.

4. Maintenance and Improvement Responsibilities:

A. The CITY is responsible for maintenance of the Sports Fields at Ocean View Park and Memorial Park, including but not limited to mowing, fertilizing, aerating, seeding, dragging, repairing, weeding and trimming. The DISTRICT is responsible for maintenance of Cougar Field including, but not limited to, mowing, fertilizing, aerating, seeding, dragging, repairing, weeding and trimming. The DISTRICT is responsible for supplying the water required to irrigate the Sports Fields at Ocean View. The CITY is responsible for supplying the water required to irrigate the Sports Fields at Memorial.

B. The DISTRICT is responsible for all the field preparation related to school programs. The CITY is responsible for all the field preparation related to CITY programs. Field preparation includes but is not limited to placing bases, placing goals, striping the field, dragging the field, grooming the field in a manner that is particular to preparing the field for games, etc.

C. Field Modifications: In an effort to assist DISTRICT with ensuring that their men's and women's baseball and softball programs have equal field time and equal facilities and at the same time maintaining the equal allocation of CITY field facilities in accordance with Title IX and AB2404 (Government Code section 53080) and ensuring that the City can continue its existing level of programming for all sports, the CITY of Albany has agreed to DISTRICT'S request to modify its sports fields as described in (1) and (2) below (the "Modifications"). The overall benefit to baseball and softball participants in Albany is that residents will have access to two baseball fields and two softball fields, which will be available to meet the baseball and softball needs of the community.

(1) The baseball field at the Cougar sports complex will be reconfigured to accommodate two softball fields and will be scheduled according the Exhibit C.

(2) Memorial and Ocean View sports will be modified to accommodate AHS men's baseball teams and scheduled according to Exhibit C.

Exhibit C may be modified by mutual written agreement of the Parties.

Modifications to Cougar Field, Ocean View Field, and Memorial Field will be paid for by DISTRICT. A list of Modifications is in Exhibit D. After the Modifications are complete and any permanent equipment has been installed and the sites and equipment have been inspected by the Parties to the satisfaction of the CITY and DISTRICT, the new installation and permanent equipment belong to the agency owning the property on which the installation occurred. Therefore, the CITY will own and maintain items such as restrooms, lights, bleachers, backstops, dugouts, fencing, batting cages, drinking fountains, bullpens, etc. at Ocean View and Memorial and the DISTRICT will own and maintain restrooms, lights, bleachers, backstops, dugouts, fencing, batting cages, drinking fountains, bullpens, etc. at Cougar. Portable batting cages are not considered permanent equipment.

Should the DISTRICT restrict CITY'S use of softball facilities at Cougar such that the CITY can no longer provide the same level of programming for girl's softball as is provided for boy's baseball in Albany, the CITY shall notify the DISTRICT in writing, and the Parties shall meet and confer within thirty (30) days of the CITY's notice. If the Parties are unable to reach agreement or DISTRICT is unable to cure the issue to the reasonable satisfaction of CITY within thirty (30) days from the meet and confer date, then the CITY may terminate this agreement and the DISTRICT shall be responsible for returning the Ocean View sports field to a softball field equivalent to that of the Memorial baseball field.

Additionally, in agreeing to the field Modifications, the CITY does so with the understanding that there will be no decrease in the amount of field time currently being offered to the community for sports programs other than baseball and softball.

D. The CITY agrees to clean-up and dispose of properly all garbage, supplies, and equipment used for any CITY activity in a DISTRICT facility. The DISTRICT agrees to clean-up and dispose of properly all garbage, supplies, and equipment used for any DISTRICT activity in a CITY facility.

E. The Joint Use Agreement anticipates that the parties will meet to agree on any DISTRICT or CITY contribution to the maintenance costs of facilities at least once annually.

5. Supervision and Supplies.

A. The CITY shall provide adequate personnel to supervise CITY sponsored recreational activities conducted on DISTRICT facilities. Personnel employed by the CITY shall be under the supervision of the CITY. The school principal of any particular site being used by CITY will be advised by CITY in the planning and administration of a recreation program to be conducted by the CITY on or in the facilities under the principal's jurisdiction.

The DISTRICT shall provide adequate personnel to supervise DISTRICT activities conducted on CITY property. Personnel employed by the DISTRICT shall be under the supervision of the DISTRICT. The CITY'S Recreation Supervisor will be advised in the planning and administration of a DISTRICT activity to be conducted by the

DISTRICT on or in CITY facilities.

B. The CITY shall furnish its own expendable materials or equipment necessary for conducting its activities on DISTRICT facilities. The DISTRICT shall furnish and supply its own expendable materials and equipment necessary for conducting its events, activities, or educational programs at CITY facilities that it uses.

During holidays and summer, when agreed upon by the Director and the Superintendent, a key to a particular CITY facility may be loaned to DISTRICT staff for use of a CITY facility in an effort to keep the cost of using the CITY facility to a minimum. During holidays and summer, when agreed upon by the Director and the Superintendent, a key to a particular DISTRICT facility may be loaned to the CITY staff for use of a DISTRICT facility to keep the cost of using the facility to a minimum. Keys for DISTRICT facilities will be checked out and assigned to one CITY staff person or their designee (who must be a CITY employee) who is responsible for opening the facility and then securing the facility at the completion of the CITY activity. No duplicate keys shall be made. Keys for CITY facilities will be checked out to one DISTRICT staff person or their designee (who must be a DISTRICT employee) who is responsible for opening the facility and then securing the facility at the completion of the DISTRICT activity. No duplicate keys shall be made. Keys shall be returned as agreed upon by the Director and Superintendent.

6. Indemnification.

A. The DISTRICT shall indemnify, defend and hold harmless the CITY, its officers, agents, and employees from any and all claims, demands, actions, causes of action, damages or liability (including attorneys fees and court costs) for injury to or death of persons, or for damage to property resulting from or arising out of any negligent act, in whole or in part and whether by omission or commission, of the DISTRICT, its officers, agents or employees in the use or maintenance of such property or in the exercise of any other right or privilege by the DISTRICT pursuant to this agreement.

B. The CITY shall indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees from any and all claims, demands, actions, causes of action damages or liability (including attorney's fees and court costs) for injury to or death of persons, or for damage to property resulting from or arising out of any negligent act, in whole or in part and whether by omission or commission, of the CITY, its officers, agents, or employees in the use or maintenance of such property or in the exercise of any other right or privilege by the CITY pursuant to this agreement.

C. The DISTRICT shall indemnify, defend, and hold harmless the CITY its officers, agents, and employees from any claim demand, action or cause of action or liability (including attorney's fees and Court costs), alleging a violation of Title IX, Government Code section 53080, or assertion of violation of equal access by males/females to sport field facilities for baseball or softball use.

D. In the event that this Agreement is terminated, and as a result, DISTRICT is responsible for returning the Ocean View sports field to a softball field equivalent to that of the Memorial baseball field, then these indemnification provisions in this Section 6 shall continue in full force and effect and shall survive termination, until CITY accepts DISTRICT's restoration work, which acceptance shall not unreasonably be withheld.

7. Insurance. The CITY and DISTRICT shall each maintain comprehensive general Liability Insurance in the amount of Five Million Dollars (\$5,000,000) combined single limit to protect the CITY and DISTRICT, their officers, agents, servants and employees against claims for bodily injury, and property damage arising from the CITY'S or DISTRICT'S participation in the activities described herein. The form of such insurance shall be satisfactory to the CITY and the DISTRICT and may include self-insurance at levels acceptable to both parties. Each party's policy or policies shall name the other party (CITY or DISTRICT) as additional insured.

At all times during this agreement, the CITY and the DISTRICT shall provide, and at no time allow to lapse, its present insurance coverage for the benefit of covering any liability to the other party. The insurance protections shall include, but not be limited to, the following:

Liability Insurance – Each agency shall maintain the same level of its liability insurance and nothing in this agreement shall prevent either party from maintaining self insurance.

Property Insurance – Each agency shall maintain at least the same level of its current insurance.

Workman's Compensation and Related Employee Insurance – Each agree to maintain at least the same level of its current insurance.

8. Term. This agreement shall be effective upon signature by both parties and shall be automatically renewed each year unless either party terminates this agreement by giving ninety (90) days written notice thereof to the other party. Said notice shall be given by ninety (90) days prior to November 1 (August 3) for it to be effective by June 1 of the following calendar year. This will allow for programs that have already been planned and scheduled per section 3B of this agreement to be completed without disrupting league schedules, incurring additional costs for changing publications that have already been printed, and/or changing instructor contracts that already been agreed upon and signed.

Notwithstanding the foregoing paragraph, should the DISTRICT restrict, or otherwise terminate, CITY'S use of softball facilities at Cougar such that the CITY can no longer provide the same level of programming for girl's softball as is provided for boy's baseball in Albany, the CITY may terminate this agreement and the DISTRICT shall be responsible for returning the Ocean View sports field to a softball field equivalent to that of the Memorial baseball field. Termination shall be subject to the same terms as set forth in section 4C of this Agreement.

9. No Agency or Other Relationship. The CITY and the DISTRICT agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and its obligation to provide under the law for its facilities, and for those of its agents and employees in conjunction with the performance of the work covered under this agreement. Neither the CITY nor the DISTRICT may act for the other or incur on behalf of the other any indebtedness, liability, or obligation, nor make any warranty or representation on behalf of the other, and will not assume or create any obligation on the other's behalf.

10. No Third Party Rights. The DISTRICT and the CITY intend not to create rights in, or grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation or undertaking established herein.

11. Assignment. Neither DISTRICT nor CITY may assign or transfer this agreement or any part thereof without the written consent of the other party.

12. Termination and Amendment. This agreement may be terminated, cancelled, changed, modified, or amended in whole or in part only in writing.

13. Captions. The captions in this agreement are inserted only as a matter of convenience for reference and in no way define the scope or the extent of this agreement or the construction of any provision.

14. Counterparts. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. A facsimile or a copy shall be as valid as an original.

15. Entire Agreement. This agreement, including all exhibits, constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions and neither party has relied on any representations expressed or implied, not contained in this agreement. All prior understandings, terms, and conditions including any modified by this agreement.

16. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California. This agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party. The rule of construction that the contract is to be strictly interpreted against the drafter shall not apply. Each party herein shall be construed as co-drafters.

17. Other Documents. The parties agree to cooperate fully in carrying out the terms and conditions of this agreement, including the execution of such other documents that may be necessary to carry out the purpose and intent of the agreement.

18. Severability. If any provision of this agreement is held to be voidable or unenforceable, the remaining portions of this agreement shall remain in full force and effect until otherwise terminated.

19. Notice. Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery (including express or courier service), by receipt-confirmed facsimile, or by registered or certified mail, with return requested, postage prepaid, and addressed as follows:

To CITY: City Administrator
 City of Albany
 1000 San Pablo Ave
 Albany, 94706
 Telephone: 510-528-5710
 Facsimile: 510-528-5797

To DISTRICT: Superintendent
 Albany Unified School District
 904 Talbot Avenue
 Albany, CA 94706
 Telephone: 510-558-3750
 Facsimile: 510-559-6560

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF ALBANY:

ALBANY UNIFIED SCHOOL DISTRICT:

By _____

By _____

ATTEST:

Jackie Bucholz, CITY Clerk

APPROVED AS TO FORM:

Robert Zweben, CITY Attorney

SR086257.DOC

Exhibit A: School District Use of City Facilities (Description of Use Below)

Program	Jan	Feb	Mar	Apr	May	Jun
A. AHS Baseball (Memorial Field)	0	70	80	70	70	
B. AHS PE Classes/Intermural Sports (Memorial Field)	80	10	60	60	140	70
C. AHS Tennis (Memorial Tennis Courts)		180	180	50	40	
D. AHS JV Baseball (Ocean View)		70	80	70	70	
E. Ocean View Elementary use of Tennis Courts	10	10	10	10	10	10
F. Community Center as needed/available (not counting BOE meetings)						
G. Elementary School Year-end picnics				5		15
H. Adult School at the Senior Center						
TOTAL						

Program	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
A. AHS Baseball (Memorial Field)	0	0					290
B. AHS PE Classes/Intermural Sports (Memorial Field)	0	0	130	130	30	20	730
C. AHS Tennis (Memorial Tennis Courts)		75	130	90	10		755
D. AHS JV Baseball (Ocean View)							290
E. Ocean View Elementary use of Tennis Courts			10	10	10	10	100
F. Community Center as needed/available (not counting BOE meetings)							0
G. Elementary School Year-end picnics				4.5			24.5
H. Adult School at the Senior Center							900
							3089.5

A. AHS Baseball (Memorial Field)	Hours are typically after school 3pm-5:30pm. Specific hours and days to be determined by City and School District staff as the AHS schedule becomes available.
B. AHS PE Classes:	Classes typically take place during school hours when school is in session.
C. AHS Tennis Courts and Lights at Memorial Field:	Tennis team hours and number of courts needed typically take place after school up until 7:00pm depending on whether it is a game day or a practice day.
D. AHS Baseball at Ocean View:	Will primarily be used for JV baseball practice. JV games at Memorial
E. Ocean View Elementary use of Tennis Courts:	Tennis courts are used during breaks and lunch for Ocean View school children.
F. Community Center as needed/available:	Scheduled on an as needed basis per uses outlined in the Agreement.
G. Year-end picnics/Other specials events:	Picnics are scheduled on an as needed basis with a written request from the school principal.
H. Adult School at Senior Center	Classes for the AUSD Adult School have been held at the Senior Center for a number of years. A per person per session fee is paid to the City of Albany.

Exhibit B: City Use of School District Facilities (Description of Use Below)

Program	Jul	Aug	Sept	Oct	Nov	Dec
A. Ocean View Elementary Gym	32	32	32	32	32	32
B. AHS or AMS Gym	16	16				
C. Summer Camps Gym Space AHS or AMS	40					
D. Multi-Purpose Rooms for Recreation Classes			16	16	16	16
E. AHS Music Rooms - Summer Music Camp	40	40				
F. Cougar Soccer Field/Track	20	20	20	20	20	20
G. Cougar Softball Fields	20	20	20	20	20	20

Program	Jan	Feb	Mar	Apr	May	Jun	TOTAL
A. Ocean View Elementary Gym	32	32	32	32	32	32	384
B. AHS or AMS Gym			16	16	16	16	96
C. Summer Camps Gym Space AHS or AMS						20	60
D. Multi-Purpose Rooms	16	16	16	16	16	16	160
E. AHS Music Rooms - Summer Music Camp						20	100
F. Cougar Soccer Field/Track	20	20	20	20	20	20	240
G. Cougar Softball Fields		30	45	45	45	20	185
TOTAL							1225

A. Ocean View Elementary Gym:	From 5:00 p.m. to 9:00 p.m. two nights per week during designated months, daytime daily in summer
B. AHS or AMS Gym:	From 7:00 p.m. to 9:00 p.m. two nights per week Mar through mid- August
C. Summer Camps Gym Space AHS or AMS:	The use of either AHS or AMS for three weeks in the summer from 9:00 a.m. to 1:00 p.m.
D. Multi-Purpose Rooms: Cornell or Marin for Recreation Classes:	Any multi-purpose rm 7:00 p.m. to 9:00 p.m. two nights/ week for school year, daily daytime for summer
E. AHS Music Rooms - Summer Music Camp:	AHS Choir Room for Music Camps typically held during the summer 10:00 a.m. to 3:00 p.m.
F. Cougar Field:	The use of Cougar Field on Sundays throughout the year from 11:00 a.m. to 4:00 p.m. As needed for City programs after AHS sports
G. Cougar Softball Fields	Recreational Softball programs and City recreational Sports programs.

Exhibit C: Summary of Field Use Schedule for Baseball and Softball Programs in Albany

During baseball/softball season, February-May of each year, times for Monday through Saturday use will be coordinated between the AHS softball and baseball coaches and the recreational program leaders with priority given to AHS programs.

Cougar Softball Field #1 and Cougar Softball Field #2 :

Feb-end of May:	AHS softball: after school until 5:30* pm, Monday –Friday. Saturdays as needed.
Feb –end of May:	Albany Recreational softball: 5:30*- dark, Monday-Friday Saturdays as needed after AHS use. Sundays as needed
	<i>*5:30pm or a time that was coordinated between AHS coaches and recreational softball coordinators.</i>
Summer and Fall	Recreational Softball scheduled as needed with “in-season” sports given priority. AHS in-season sports have priority use with Albany recreational in-season sports having second priority.
Winter	Fields closed Dec 1- end of January.

Memorial Baseball Field and Ocean View Baseball Field:

Feb-end of May:	AHS baseball: after school until 5:30* pm, Monday –Friday. Saturday use as needed.
Feb –end of May:	Albany Recreational baseball leagues, 5:30* pm - dark, Saturdays as needed after AHS use. Sundays as needed.
	<i>*5:30pm or a time that was coordinated between AHS coaches and recreational baseball coordinators</i>
Summer and Fall	Recreational baseball scheduled as needed with “in-season” sports given priority. AHS in-season sports have priority with Albany recreational in-season sports having second priority.
Winter	Fields closed Dec 1- end of January

Exhibit D:

COUGAR/MEMORIAL/OCEAVIEW BALL FIELD IMPROVMENTS

Cougar Field I
Skin infield and add proper infield mix and move bases to 60 feet
Covered storage-behind sound wall
Move home plate towards center field
Remove pitching mound and install portable pitching rubber with proper clay mixture
Install portable netting for batting cage

Cougar Field II
Skin infield and add proper infield mix
Install 60" bases
Remove Memorial backstop and reinstall
Install portable pitching rubber with proper clay mixture
Install two dugout benches with Fencing 20 x 8 on each side
Irrigation

Future Plans include: Field II batting cage with electrical outlets for pitching machines; spectator bleachers; portable outfield fence; bullpen; scorekeepers table; covered dugouts and extended fencing

Memorial	Ocean View
Install new backstop	Add netting to backstop
Expand infield and install new grass and change irrigation	Add netting to Buchanan Fence
Add out of bound fencing behind 1 st base	Protect child care buildings
Move portable fencing to screen drinking fountain	Expand infield and change irrigation