

COOPERATIVE AGREEMENT
BETWEEN THE EAST BAY REGIONAL PARK DISTRICT AND
CLAYTON VALLEY CHARTER HIGH SCHOOL
FOR EDUCATIONAL AND AQUATIC SERVICES

This Cooperative Agreement, hereinafter referred to as "AGREEMENT", made and entered into on the 19th of November 2024, by and between the East Bay Regional Park District, hereinafter referred to as "EBRPD" and the Clayton Valley Charter High School, hereinafter referred to as "CVCHS".

WITNESSETH

WHEREAS, the East Bay Regional Park District (EBRPD) is a system of public parklands and trails in Alameda and Contra Costa Counties that comprises nearly 125,000 acres of parklands, open space and trails; and

WHEREAS, the EBRPD 2013 Master Plan states that one of its policies is to "participate in partnerships with public agencies, nonprofit organizations, volunteers and the private sector to achieve mutual goals" and to "improve access to and use of the parks by members of groups that are underrepresented, such as persons with disabilities, the economically disadvantaged, and elderly park visitors"; and

WHEREAS, CVCHS is in need of a partner to provide staffing for educational programming/instruction, specifically providing Lifeguard Services staff for BLS, first aid/CPR/AED courses and future water safety programming, hereinafter referred to as "SERVICES," at Clayton Valley Charter High School, and other CVCHS sites for the benefit of the Concord community and Contra Costa County residents; and

NOW, THEREFORE, it is mutually agreed as follows:

SECTION I

CVCHS AGREES:

1. To designate Richard Prizznick, Medical Careers Chairperson, (Richard.prizznick@claytonvalley.org) as the point of contact for CVCHS, responsible for maintaining communications regarding the SERVICES under this AGREEMENT for and from CVCHS to the EBRPD Lifeguard Services Manager.
2. To be responsible for and oversee the maintenance and operation of the CVCHS

Cooperative Agreement – Clayton Valley Charter and East Bay Regional Park District

sites. The Park District has no leasehold interest as part of this AGREEMENT and will not assume any responsibility or liability for conditions of the CVCHS sites

3. Provide storage at CVCHS sites for program equipment of ongoing BLS and First aid/CPR/AED programming.
4. Explore with EBRPD Lifeguard Services options to facilitate a “Water Safety” education day(s) and or provide “Water Safety” education opportunities to all CVCHS students.
5. Permit EBRPD to do job recruitment tables at CVCHS upon reasonable advance request by EBRPD.

SECTION II

EBRPD AGREES:

1. To designate Pete DeQuincy (pdequincy@ebparks.org) as the EBRPD Lifeguard Services Manager responsible for communicating with Richard Prizznick regarding CVCHS school site, SERVICES, staffing, and activities with EBRPD.
2. To provide Lifeguard Services staff for programming, which shall include instructors for First Aid, CPR/AED classes and a “Stop the Bleed” program, during the term of this AGREEMENT.
3. To provide Lifeguard Services staff to support the development of a CVCHS student American Red Cross instructor program.
4. To provide the necessary equipment needed for the SERVICES provided by EBRPD.
5. To provide assistance in securing a Fire Department or EMS agency for demonstrations, which could include assistance in disaster triage programming.

SECTION III

Cooperative Agreement – Clayton Valley Charter and East Bay Regional Park District

IT IS MUTUALLY AGREED AS FOLLOWS:

1. CVCHS and EBRPD agree to work collaboratively to provide the SERVICES.
2. This AGREEMENT may be amended only through a writing signed by both parties.
3. EBRPD agrees to indemnify, defend, and hold harmless CVCHS, its, officers, agents, employees and assigns from and against any and all loss, damage, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees based upon or otherwise arising out of EBRPD's obligations under Section II of this AGREEMENT save and except for those which are the result of the sole gross negligence and/or willful misconduct of CVCHS, its officers, agents, or employees.
4. CVCHS agrees to indemnify and hold harmless EBRPD, its Board of Directors, officers, agents, employees and assigns from and against any and all loss, damage, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, based upon or otherwise arising out of CVCHS'S obligations under Section I of this AGREEMENT save and except for those which are the result of the gross negligence and/or willful conduct of EBRPD, its Board of Directors, officers, agents, employees or assigns.
5. CVCHS and EBRPD each agree to provide evidence of General Liability Insurance Coverage on a "per occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than two million dollars (\$2,000,000) per occurrence. Each Party agrees to provide evidence of Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Each Party shall be named as an additional insured on the other party's insurance for operations covered under this AGREEMENT. If either party is self-insured, they may satisfy the requirements of this section by providing proof of coverage consistent with the

Cooperative Agreement – Clayton Valley Charter and East Bay Regional Park District

requirements herein.

6. Notices regarding this AGREEMENT shall be sent by first class mail, postage prepaid, to EBRPD at Lifeguard Services Manager Pete DeQuincy, P. O. Box 5381, Oakland, CA 94605-0381 or emailed to pdequincy@ebparks.org, to Clayton Valley Charter High School at 1101 Alberta Way, Concord, CA 94521 or emailed to the Medical Careers Chairperson, Richard Prizznick at Richard.prizznick@claytonvalley.org.
7. TERM. The term of this AGREEMENT shall begin on **December __, 2024 and terminate on December 31, 2027**. Either party has the right to terminate this Agreement upon at least thirty (30) days prior notice.
8. This AGREEMENT contains the entire agreement between the parties with regard to matters described in this AGREEMENT and supersedes all prior agreements, whether written or oral, between the parties with respect to such subject matter.
9. This AGREEMENT shall be interpreted and enforced under the laws of the State of California.
10. If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized as of the day, month, and year first hereinabove written

CLAYTON VALLEY CHARTER HIGH
SCHOOL

EAST BAY REGIONAL PARK DISTRICT

Cooperative Agreement – Clayton Valley Charter and East Bay Regional Park District

By _____

(Signature of Authorized Representative)

By _____

(Signature of Authorized Representative)

Sabrina Landreth
General Manager

Date: _____

Date: _____

Approved as to Form:

By _____

Elizabeth Mackenzie
Assistant General Counsel