

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 12, 2011

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: AMY BRINK, DIRECTOR OF COMMUNITY SERVICES

SUBJECT: APPROVAL OF AN AGREEMENT WITH LAS VIRGENES UNIFIED SCHOOL DISTRICT REGARDING USE OF RECREATIONAL AND CULTURAL FACILITIES

The Department of Community implements and oversees recreation programs at a variety of Las Virgenes Unified School District (LVUSD) facilities. Many of the activities include, but are not limited to, summer camps, basketball leagues, Community Concert Band rehearsals and performances, general classes, special events and recreational sports. The Department also manages the Agoura High School Tennis Center, as part of the cooperative agreement between the City of Agoura Hills and LVUSD. Several years ago, the City decided to allocate funds earmarked for new tennis courts at Morrison Park, to renovating the nine tennis courts at Agoura High School. As a result of the agreement, the City has ownership of the tennis courts after school and on weekends, in exchange for maintenance and utility costs. The School District also charges the City a yearly Facility Use Fee for the use of the tennis courts. The fees that the City are responsible for reimbursing LVUSD for include facility use, utility and custodial fees.

LVUSD facilities that are utilized by the Department of Community Services include, but also may not be limited to, are Sumac Elementary, Lindero Canyon Middle and Agoura High Schools. The specific type of facility normally requested includes classrooms, gymnasiums and multi-purpose rooms, specifically the "G" Building at Agoura High School.

The term of this agreement would be for one year at a cost of \$ 25,000. In the FY 2011/12, General Fund money has been allocated with a portion of it identified within the Department of Community Services. LVUSD will accept the payment from the City and moving forward, will deduct future facility use from the amount.

The Agreement has been approved to form by the City Attorney and was approved by the Las Virgenes Unified School District at their Board Meeting on Tuesday, September 27, 2011.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement with Las Virgenes Unified School District Regarding Use of Recreational and Cultural Facilities.

Attachment: Agreement with Las Virgenes Unified School District

AGREEMENT BETWEEN THE CITY OF AGOURA HILLS AND THE LAS VIRGENES UNIFIED SCHOOL DISTRICT REGARDING USE OF RECREATIONAL AND CULTURAL FACILITIES

This Agreement is made and entered into as of September __, 2011 by and between the City of Agoura Hills, a municipal corporation ("City"), and the Las Virgenes Unified School District ("District").

WHEREAS, pursuant to the provisions of Title 1, Division 1, Part 7, Chapter 10 of the California Education Code (commencing with section 10900) and Title 1, Division 7 and Chapter 5, Article 1 of the California Government Code (commencing with section 6500), the City and the District are authorized to enter into an agreement providing for educational, recreational, and community facilities and programs.

WHEREAS, the City Council of the City of Agoura Hills has determined that it is in the public interest of the City of Agoura Hills to make a one-time grant of \$25,000 to the District for use for educational purposes as the District's Board deems appropriate.

WHEREAS, in consideration of the City's grant, the District Board has determined that it will make the District's facilities in the City available for recreational and cultural uses.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Term.** The term of this Agreement shall be for a period of one (1) calendar year beginning July 1, 2011 and shall terminate June 30, 2012.
2. **City Contribution.** Within ten (10) business days of the execution of this Agreement by the parties, the City shall pay the District a one-time grant of \$25,000. If a court of competent jurisdiction should determine that the City's Contribution was unlawful, then District shall repay such amount to City. The repayment shall be made in accordance with the terms mutually agreeable to City and District or as ordered by the court.
3. **Facilities Covered by Agreement.** The Parties agree that the facilities covered by this Agreement for use by the City for public recreation and cultural uses include all school property and facilities located in the City of Agoura Hills, based on availability, including, elementary school classrooms, the G Building, Gymnasium, and classrooms at Agoura High School, Lindero Middle School Gymnasium, and the Agoura High School Tennis courts, parking lots ("Facilities").
4. **Use and Scheduling Priority.** The City's use of the Facilities will not interfere with the usual school or District-related activities. The Facilities shall be used in accordance with the following priority schedule:
 - a. The District shall have priority to schedule any and all use of the above listed Facilities and property improvements thereto during any period when school is in session and during any regularly scheduled school event or District sponsored event.
 - b. Except as set forth in paragraph (a), the District shall accord the City first priority in the non-school or non-District scheduling of the Facilities' use. City shall submit to District its requests in the form specified by the District. City shall give District reasonable written notice of City's proposed use, but in no circumstance less than 14 days prior to the use.
 - c. The District reserves the right to cancel or relocate a City event/activity (City's summer programs excluded) covered by this agreement for a school or District activity but shall do so only if and when alternate facilities are not available. In such cases, the District shall give not less than 14 days' advance written notice to the City.

d. Once the City has obtained a Facilities Use Permit from the District for a City event or activity, District shall not cancel City event or activity to accommodate another non-school or non-District event or activity unless the facilities are needed for a declared emergency.

e. All activities must conform to established rules for the Facilities as attached in Exhibit "A."

5. General Policy Regarding Facility Scheduling. Subject to Section 3, all Facilities shall be available for scheduling and use by the parties. The District shall maintain a master calendar of uses scheduled by the parties. District shall make no other long term or extensive commitments, other than the 2011 Agreements with Agoura Youth Basketball Association and the Boys & Girls Club regarding the Lindero Canyon Middle School gym, for the use of the Facilities without written consent of the City.

6. Fees for Facility Usage. The District shall deduct from and up to the City's \$25,000 contribution to the District any reasonable facility fees applicable to City's use of the Facilities.

7. Improvement of the Facilities. Any improvements or upgrades to the Facilities or any purchase of equipment or replacement of property related to the Facilities shall become property of the District. The District shall comply with all applicable federal and state laws in connection with the construction and installation of the improvements.

8. Maintenance of Facilities and Equipment. The District shall maintain and repair the Facilities and all equipment owned by the District in a clean, safe and usable condition.

9. Indemnification for Use of Facilities.

a. City agrees to hold harmless, defend, and indemnify District, its officials, officers, agents and employees, against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage is caused by the negligence or willful misconduct of District or District's maintenance of the Facilities), whenever such injury, death, loss or damage is a consequence of, or arises out of, or is incidental to, the use of the Facilities by City or any other persons or parties (other than District) authorized by City to use the Facilities pursuant to this Agreement.

b. District agrees to hold harmless, defend, and indemnify City, its officials, officers, agents and employees, against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage is caused by the negligence or willful misconduct of City), whenever such injury, death, loss, or damage is a consequence of, or arises out of, or incidental to, the use or maintenance or improvement of the Facilities by District or any other persons or parties (other than City) authorized to so use, maintain or improve the Facilities by District pursuant to this Agreement.

10. Insurance. Each party to this Agreement shall obtain and maintain in full force and effect throughout this Agreement such policies of insurance or self-insurance as are necessary in the best judgment of each party's Risk Manager.

11. Notices to Parties. All notices, demands and communications required by this Agreement shall be conclusively deemed received on (a) the day of delivery if delivered by hand or Federal Express or other similar service during the party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing to the other:

District: Las Virgenes Unified School District
4111 N. Las Virgenes Road
Calabasas, California 91302
Attention: Superintendent

City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301-2583
Attention: City Manager

12. Default and Termination. Should either Party default in the performance of or breach any covenant or condition of this Agreement provided to be kept or performed by that Party, and should such breach or default continue uncured for a period of ten (10) days from and after written notice thereof, the non-defaulting Party may, at its option, terminate this Agreement by giving the defaulting Party written notice thereof. In the case of termination, any monies provided to District shall be returned to the State.

13. Public Purpose. The City has determined, in the exercise of its legislative discretion that making the grant specified herein to the District serves a public purpose and directly benefits the City. Specifically, the City has determined that the grant promotes important educational programs for students who are Agoura Hills residents, and it also enables the City to utilize valuable District facilities on a long-term basis for cultural and recreational uses.

14. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing, signed by both parties.

15. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

16. Severability. If any provision of this Agreement, or the application of it to any person, entity, or circumstances, is held invalid by a court of competent jurisdiction, only that invalid provision shall become null and void, and the remainder of this Agreement shall remain in full force and effect.

17. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement.

CITY:

Harry Schwarz, Mayor
City of Agoura Hills

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

DISTRICT:

Name: Superintendent
Title: Superintendent

Donald M. Zimring

Name:
Title:

APPROVED AS TO FORM:

Craig A. Steele
City Attorney