

LAS VIRGENES UNIFIED SCHOOL DISTRICT
4111 N. LAS VIRGENES ROAD
CALABASAS, CALIFORNIA 91302
Telephone: (818) 880-4000
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BOARD OF EDUCATION

TERILYN FINDERS

CINDY ISER

DAVE MOORMAN

PATRICIA SCHULZ

GORDON WHITEHEAD

SANDRA B. SMYSER, Ph.D.
SUPERINTENDENT

February 23, 2007

Greg Ramirez
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Subj: Proposal - Joint Use Agreement - Agoura High School Tennis Courts

Dear Greg:

Once again, we would like to express our appreciation for the interest of the City in initiating a joint use agreement for the Agoura High School tennis courts. As our staff has expressed in previous communication, there are several concerns on the part of the District that I believe can be addressed successfully so this collaborative effort can prove to be of benefit to our community and school district.

Based upon the discussions that have taken place to date, I can support and recommend to the Board the following:

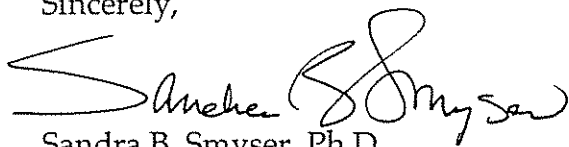
1. The City and School District enter into a joint use agreement for the tennis courts located at Agoura High School for a period of ten years.
2. The joint use agreement will supercede the existing facility use agreement the District has with the City relative to the tennis courts dated January 28th, 2004 (attached).
3. The District will agree to provide the City with exclusive use of the tennis courts during non-school hours provided that the District would have the absolute right upon 48 hour notice to utilize the tennis courts for any type of school championship playoffs and/or school activity provided that such usage did not exceed three days per month.
4. The City would have the right to do all facility use scheduling on all courts that are improved under this agreement during non-school hours and collect fees for such usage provided that no subletting of the courts to any type of commercial or profit making enterprise be allowed.

5. The City would have the right to schedule City supervised clinics or instruction (no free play) during the school day provided that the courts are not needed for school use or instruction. Such scheduling would require the school to make a commitment to the City each quarter as to the number of days available to the city for this type of use provided that use during the school day cannot exceed three hours per day .
6. The City shall contract and pay for the renovations listed in the January 10th , 2007 letter to Larry Misel from Amy Brink with the exception of item #7 (attached). Such work shall be in accordance with all aspects of public works contracting and all requirements for construction on a public school site as required by the Division of State Architecture and be inspected and approved by a District DSA inspector paid for by the District.
7. The City agrees to cover current electrical costs estimated at \$2,000 per year for the lighted courts and provide routine maintenance and custodial for the courts used by the city under this agreement.
8. The City agrees to pay a facility use fee of \$5,000 per year. This fee is separate and apart from the facilities covered in the January 28, 2004 agreement (attached).
9. The City agrees that should the District, at its sole discretion, determine that construction of a performing arts education center and/or other educational facilities need to be done on the tennis courts, that the District may proceed with that provided that the City be reimbursed by the District for depreciated cost of the tennis improvements outlined in Item 6 above.
10. The City and School District agree to indemnify and hold harmless each other for any cause of actions brought forth as a result of this agreement.

I believe this attempts to represent the interest of both the City and the School District in this matter and affords the community greater access to tennis facilities while at the same time protecting the District's interest in ensuring that the educational programs and needs of the school can be maintained over the course of the agreement.

If you are interested in pursuing this, I will be bringing it to the Board of Education at the earliest possible date.

Sincerely,



Sandra B. Smyser, Ph.D.
Superintendent

SBS:kp

Memorandum

To: Larry Misel, Principal
Agoura High School

From: Amy Brink, Director of Community Services
City of Agoura Hills

Subject: Agoura High Tennis Court Renovations/Tennis Court Facility Use Agreement

Date: January 10, 2007

The following is a rough draft of an agreement between the city of Agoura Hills and the Las Virgenes Unified School District for the use of the tennis courts at Agoura High School.

City agrees to:

- | | |
|--|------------------|
| 1. Resurface all nine tennis courts | \$ 48,600 |
| 2. New tennis nets on all courts | \$ 2,700 |
| 3. New chain link fence | \$ 84,600 |
| 4. Lower the fence that sits between the courts | \$ 1,400 |
| 5. New Windscreens on all courts | \$ 26,900 |
| 6. Upgrade/fix and add lights | \$ 42,000 |
| 7. Create premiere stadium tennis court that includes bleacher seating and city/high school logos painted on surface | \$149,000 |
| 8. Create entrance/exit gate | \$ 2,000 |
| 9. Create entrance/exit system (approximately) | \$ 15,000 |
| TOTAL: | \$372,200 |

In return, the School District agrees to:

1. Allow public access to two courts, 24 hours/day, 7 days/week
2. City have access/use of remaining seven tennis courts Monday – Friday (4:00 p.m. – on) and all day Saturday/Sunday
3. Create room and allow parking for people who will be playing tennis

Please review and let me know your thoughts.

CONTRIBUTION AGREEMENT

CITY OF AGOURA HILLS/LAS VIRGENES UNIFIED SCHOOL DISTRICT

1. IDENTIFICATION

THIS CONTRIBUTION AGREEMENT ("Agreement" herein) is made as of January 28, 2004, by and between the City of Agoura Hills ("City herein) and the Las Virgenes Unified School District (District" herein").

2. RECITALS

2.1 Due to an unprecedented budget crisis, District has asked City for a financial contribution to support certain educational programs provided to students who reside in Agoura Hills.

2.2 Nearly 75 years ago, the California Supreme Court acknowledged its trend "toward sustaining the power of cities, which desire to supplement the efforts of the state, counties and districts, to support, maintain and strengthen the public school system functioning within their borders." *Whitmore v. Brown*, 207 Cal. 473, 479 (1929). The California Court of Appeals and the California Attorney General also have recognized that there is a legitimate municipal interest in providing monetary aid to school districts that are facing temporary financial problems. *Madsen v. Oakland Unified Sch. Dist.*, 45 Cal.App.3d 574 (1975); *Berkeley Sch. Dist. v. City of Berkeley*, 141 Cal.App.2d 841 (1956); 7 Ops.Cal.Atty.Gen.189 (1946).

NOW, THEREFORE, in consideration of performance of the promises, covenants and conditions herein contained, the parties hereto agree as follows:

3. TERM

This Agreement shall be effective on the date set forth in section 1 above and shall remain in effect for a period of 5 years.

4. ONE-TIME CONTRIBUTION

4.1 City has granted to District, on a one-time basis, a financial contribution in the amount of \$50,000 ("the Agoura Hills Contribution" herein).

4.2 If a court of competent jurisdiction should determine that the Agoura Hills 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.

5. CITY USE OF DISTRICT FACILITIES

District shall allow City to use its facilities for recreational and cultural programming for tots, youth, teens, seniors or family groups, and shall deduct from and up to the Agoura Hills Contribution of \$50,000 any facility fees applicable to such use. The deduction shall be based on current District's fee schedule Group 1, which is attached hereto as Exhibit "A" and incorporated herein by reference. City will be responsible for electricity fees applicable for each use. In addition, City will be responsible for custodial services of the facilities for each use. On each anniversary of this Agreement, District shall provide City a written summary of the deductions that have been made to that date.

City's use of the facilities shall not conflict with District's school activities and programs, and City shall give District reasonable written notice of City's proposed use, but in no circumstance less than 14 days prior to the use. All activities must conform to established rules for facility as attached in Exhibit "B."

The District reserves it's right to cancel or relocate a City event/activity (City's summer programs excluded) covered by this agreement for a school and/or District activity but shall do so only if and when alternate facilities are not available. In such cases, the District shall give 14 days written notice to the City.

6. PUBLIC PURPOSE FINDING

City has determined, in the exercise of its legislative discretion and in reliance on those authorities such as those listed in paragraph 2.2 above, that granting the Agoura Hills Contribution to District serves a public purpose and directly benefits City. Specifically, City has determined that the grant promotes important educational programs for students who are Agoura Hills residents, and it also enables City to utilize valuable District facilities on a long-term basis for cultural and recreational programming.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Agoura Hills

By: _____

Dan Kuperberg, Mayor

Date: 04-14-04

Attest:

By: _____

Carol Fubelis, City Clerk

"District"

Las Virgenes Unified School District

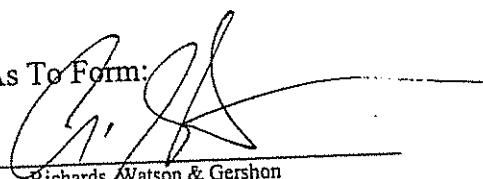
By: _____

Judy Jordan, President

Date: _____

Approved As To Form:

By:



Richards, Watson & Gershon
A Professional Corporation

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"City"
City of Agoura Hills

By: _____
Dan Kuperberg, Mayor

Date: _____

Attest:

By: _____
Carol Tubelis, City Clerk

Approved As To Form:

By: _____
Richards, Watson & Gershon
A Professional Corporation

"District"
Las Virgenes Unified School District

By: Judy Jordan
Judy Jordan, President

Date: March 23, 2004

January 8, 2004

Judy Jordan, President
Las Virgenes Unified School District
4111 N. Las Virgenes Road
Calabasas, CA 91302

Dear Judy:

On Thursday, December 18, Amy Brink and Dale Summersille, Recreation Managers, met with Don Zimring, Deputy Superintendent to discuss the "Contribution Agreement" between the Las Virgenes Unified School District and the City of Agoura Hills.

Per that discussion, in return for a \$50,000 contribution and a five year period, the Las Virgenes Unified School District has agreed to allow the City to use the following facilities for recreational and cultural programming for tots, youth, teens, senior and family groups:

- Use of 3 elementary classrooms during the summer (5 days a week, 8 hours a day for 9 weeks)
- Use of 1 Kindergarten room and play area during the summer (5 days a week, 4 hours a day for 6 weeks)
- Use of 1 classroom and the computer lab at Lindero Canyon Middle School (2 days a week, after school hours for 6 weeks, 3 times a year)
- Use of Agoura High School Gym during the summer (5 days a week, 6 hours each day for 2 weeks)
- Use of all 6 Agoura High School Tennis Courts and lights (4 days a week, 3 hours each night for 48 weeks a year)
- Use of Agoura High School/Lindero Canyon Middle School Band Room (1 day a week on Tuesdays, 3 hours each night for 15 weeks)
- Use of Agoura High School "G" building for 1 fall performance
- Use of Agoura High School Pools during the summer (2 days a week for 2 hours each day for 9 weeks)

Staff would like to take the "Contribution Agreement" to the Las Virgenes Unified School District – School Board of Education for their approval as soon as possible. If you have any questions, please feel free to contact myself or Amy Brink at Agoura Hills City Hall (818) 597-7300. The City looks forward to continuing to provide quality programs and services to the Agoura Hills residents.

Thank you for your continued time and support!

Sincerely,

Dan Kuperberg
Mayor

cc: Don Zimring, Las Virgenes Unified School District Deputy Superintendent
Greg Ramirez, City of Agoura Hills Interim City Manager