

REPORT TO CITY COUNCIL

DATE: MAY 14, 2008

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 THE LAS VIRGENES UNIFIED SCHOOL DISTRICT TO USE AGOURA HIGH SCHOOL FOR THE JULY FIREWORKS SHOW

Each year, the Department of Community Services presents a fireworks show on the first Sunday after the 4th of July during the Summer "Concert in the Park" series. The fireworks show, held in honor of the holiday, has always been performed on the softball field at Chumash Park. Over the past several years, there has been a growing concern that staff, along with the Agoura Hills C.E.R.T. team, cannot effectively control this area. With its close proximity, the field is wide open for concert participants to interfere with the launching of the fireworks. Furthermore, there is a desire to move the fireworks show to higher ground, so that the treeline that exists in Chumash Park does not obstruct peoples' views who are sitting in the park watching the concert.

In order to find alternative solutions to these two issues, staff has worked with the Las Virgenes Unified School District to utilize the lower field at Agoura High School for the fireworks show. Both the School District and Agoura High School have been very eager to cooperate on this project. Staff has also worked with School District staff to create a facility use agreement for this arrangement. The facility use agreement was approved by the School District at the School Board meeting on Tuesday, April 22, 2008.

The proposed agreement has been reviewed by the City Attorney and approved to as form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the facility use agreement with the Las Virgenes Unified School District for the use of the lower field at Agoura High School.

Attachments: Facility Use Agreement (with exhibit)

**LICENSE AGREEMENT BETWEEN THE CITY OF AGOURA HILLS AND
THE LAS VIRGENES UNIFIED SCHOOL DISTRICT
FOR THE LAUNCHING OF FIREWORKS AT AGOURA HIGH SCHOOL**

THIS LICENSE AGREEMENT is entered into by and between the City of Agoura Hills, a municipal corporation (“City”) and the Las Virgenes Unified School District (“District”) and is made as of May 14, 2008. In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Recitals. This License Agreement is made with respect to the following facts and for the following purposes, which each of the parties hereto acknowledge as true and correct:

A. The District is the owner of certain real property in the City of Agoura Hills generally known as the Agoura High School located at 28545 West Driver, Agoura Hills, California, and identified as Assessor’s Parcel Number #2048-008-901 (hereafter “Agoura High School”);

B. The City would like to access the lower practice field at Agoura High School to launch fireworks to be viewed by citizens at Chumash Park on the Sunday after July 4th of every year for the term of this License Agreement;

C. The District is willing to grant this License to City in consideration of and recognition of the community and recreational services provided to the community by the City;

D. Section 10900 et seq . of the California Education Code (“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;

E. Section 10910 of the Community Recreation Act provides that the governing body of any school district may use or grant the use of grounds of the school district to any other public authority for the purposes of the Act, whenever such use does not interfere with school uses; and

F. The City and the County desire to enter into this License Agreement to provide the terms and conditions upon which the City shall use the portion of the Agoura High School described below.

2. Right to Use Portion of Agoura High School

A. District hereby grants a license to City to use the lower practice field at Agoura High School for the limited purpose of launching fireworks for the fireworks show to be viewed at Chumash Park on the Sunday after July 4th of every year for the term of this License Agreement. The portion of the Agoura High School to be used is described on Exhibit “A,” attached hereto and incorporated herein (hereafter referred to as “Subject Property”) and located on the Subject Property at the location depicted on Exhibit “B,” attached hereto and incorporated herein, subject to the terms and conditions of this Agreement.

3. Term of License to Use Community Center Site.

A. Duration. The Term of this Agreement shall be (30) days, commencing on July 1, 2008 and ending on July 31, 2008, subject to the extension of the term as provided in Subsection 3.c.

B. Right to Terminate Agreement. Either party may terminate this Agreement for any reason by providing a sixty (60) day written notice of termination to the other party at the addresses shown in Section 7, below.

C. Notice of Desire to Extend Term. On or before July 1, 2009, the City shall give written notice to the District at the address shown in Section 7, below, of the City's desire to further extend the Term of this Agreement for one (1) additional year through July 31, 2010. The Term shall be extended for one (1) additional year through July 11, 2010 only if such extension is approved by the District Superintendent in writing. Nothing in this section shall be construed as an obligation of the District to extend the Term, nor shall it be construed as granting the City any option to extend the Term, regardless of whether or not the City provides the notice described herein.

4. Responsibilities of the City.

A. The City shall provide security on the Subject Property to protect the Subject Property from unauthorized access to the fireworks launching area located at the Subject Property.

B. The City shall maintain the Subject Property in a neat and clean condition and shall be responsible for cleaning up any debris remaining from the fireworks.

C. If the artificial turf on the Subject Property is damaged as a result of the City's use of the Subject Property, the City shall repair the artificial turf in as good a condition as the Subject Property existed before the damage to the artificial turf occurred.

5. Indemnification. The City shall defend, indemnify, assume all responsibility for and hold the District, and its officers, officials, agents, and employees ("Indemnified Parties"), harmless from all costs (including attorneys fees and costs), claims, demands, mechanics liens, liabilities or judgments for injury or damage to property and injuries to persons, including death that may be caused by any of the actions of the City or users of the Subject Property or that may result from the City's use of the Subject Property.

6. Insurance Requirements. The City shall procure and maintain for the duration of this License Agreement insurance against claims for injuries to persons or damages to the Subject Property that may arise from or in connection with the use of the Subject Property by the City, its agents, representatives or employees. The District, its officers, officials, and employees are to be covered as insureds with respect to liability arising out of activities performed by or on behalf of the City at the Subject Property. The City shall furnish the District with original endorsements effecting coverage required by this clause. All endorsements are to be received and approved by the District before the City begins to use the Subject Property.

7. Notice. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party:

City: CITY OF AGOURA HILLS
30001 Ladyface Court
Agoura Hills, CA 91301
Attention: City Manager

District: LAS VIRGENES UNIFIED SCHOOL DISTRICT
4111 N. Las Virgenes Road
Calabasas, CA 91302
Attention: District Superintendent

8. Interpretation. Each party had the full opportunity to participate in the drafting of this Agreement and, therefore, the Agreement shall not be interpreted against any party on the ground that the party drafted the Agreement or caused it to be prepared.

9. Authority to Enter Into Agreement. Each person signing below personally warrants and represents to the District that the City has approved this License, intends to be bound by its terms and that they are duly authorized to execute this License Agreement on behalf of the City.

10. Entire Agreement. This Agreement and any documents attached hereto or mentioned herein, contain all of the Agreements of the parties regarding the Subject Property, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

11. Amendments. No provision of this Agreement may be amended except by the written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Agoura Hills, California
a Municipal Corporation

John Edelston, Mayor

**LAS VIRGENES UNIFIED SCHOOL
DISTRICT**

_____, Superintendent

ATTEST:

Kimberly M. Rodrigues, CMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele
City Attorney

EXHIBIT "A"

DESCRIPTION OF SUBJECT PROPERTY

The portion of the Agoura High School that is the subject of this License and referenced in Paragraph 2 of this Agreement consists of an approximate 78,424 square foot area of the southern portion of the real property owned by the Las Virgenes Unified School District, located at 28545 West Driver Avenue, Agoura Hills, California, 91301 and identified as Assessors Parcel Number #2048-008-901.

The Subject Property is depicted on Exhibit "B" hereto.

EXHIBIT B

DEPICTION OF SUBJECT PROPERTY

