

**JOINT USE AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND  
THE WESTMINSTER SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and among the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the WESTMINSTER SCHOOL DISTRICT, a public school District duly organized and operated under the laws of the State of California, hereinafter referred to as "DISTRICT," both of whom shall be collectively referred to as the "PARTIES."

**RECITALS**

WHEREAS, Chapter 10, Part 7 of Division I of Title I of the Education Code of the State of California, commencing with Section 10900 et seq. authorizes the CITY and the DISTRICT to contract with one another to establish, construct, improve, operate, and maintain community recreational facilities and programs;

WHEREAS, in 1970, the CITY and the DISTRICT entered into a Joint Development and Community Development Agreement to develop and use a portion of Clegg-Stacey School for public park purposes;

WHEREAS, the CITY and the DISTRICT desire to promote and preserve the health and general welfare of the people of the CITY, and to cultivate the development of good citizenship by providing for a public park and adequate program of community recreation and to conduct such a program of community recreation as will contribute to the attainment of general education and recreational objectives for the children and adults of said CITY;

WHEREAS, since 1985, the CITY and the DISTRICT have provided such a public park and program of community recreation by DISTRICT making available to the CITY certain of its school facilities;

WHEREAS, the CITY and the DISTRICT entered into an agreement dated November 7, 1985 to set forth the terms and conditions of their understanding for the public park and community recreation program which was terminated by the CITY on August 26, 2013;

WHEREAS, the CITY and the DISTRICT then entered into a joint use agreement dated June 2, 2014 which established the cooperative use of two DISTRICT sites, identified as the Clegg-Stacey Site and the Franklin Site (the "First Joint Use Agreement");

WHEREAS, on July 9, 2018, the DISTRICT unilaterally terminated the First Joint Use Agreement by issuing written notification which terminated the Agreement on September 7, 2018

pursuant to Section 2 of the First Joint Use Agreement which allows either Party to terminate the Joint Use Agreement at any time upon sixty (60) day written notice;

WHEREAS, the CITY and the DISTRICT entered into an agreement dated October 15, 2018 for a term of five (5) years, which commenced on September 8, 2018, to continue the public park and community recreation program as set forth in the First Joint Use Agreement at the Clegg-Stacey Site (the "Second Joint Use Agreement");

WHEREAS, the term for the Second Joint Use Agreement expired as of September 8, 2023; and

WHEREAS, the CITY and the DISTRICT now desire to enter into a new agreement for another term of five (5) years, commencing September 8, 2023, to continue the public park and community recreation program at the Clegg-Stacey Site as set forth in the First and Second Joint Use Agreements in order to continue to promote and preserve the health and general welfare of the people of the CITY as authorized by Education Code section 10900 et seq.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises of the Parties hereto, the Parties hereby covenant and agree as follows:

1. JOINT USE OF FACILITIES

a. DISTRICT shall make available to CITY certain of their school facilities (hereinafter referred to as "Facilities") for use as a public park and community recreational activities. The Facilities available for use by CITY are located at the Clegg-Stacey Site ("Site"), highlighted in Exhibit "A" attached hereto and incorporated herein by reference. The Facilities available for use by the CITY shall be selected by DISTRICT and may be changed by the DISTRICT depending on the educational programs of the DISTRICT.

b. CITY's use of DISTRICT's Facilities shall be in accordance with DISTRICT policies and procedures.

c. With advanced notice to CITY, DISTRICT shall have the right to use the Facilities during normal school hours. For the purposes of this Agreement, the term "normal school hours" shall be from 8:00 a.m. to 3:15 p.m., Monday through Friday, for each day that school is in session, including lunch hour. It is understood and agreed that the starting and ending times for school hours may change from school year to school year, and that for each school year, the actual starting and ending times will be those hours that school classes start and end as determined for each school year by the DISTRICT.

d. CITY shall have the right to use the Facilities for public park purposes when not in use by the DISTRICT and the non-exclusive use of any existing parking spaces located at the school site at all times other than normal school hours.

e. CITY and DISTRICT agree to use the system established pursuant to Section 1.e. of the Second Joint Use Agreement to provide for the coordination and scheduling of the use of the Facilities. The DISTRICT will be given first priority in the use of the Facilities. Schedules for use of the Facilities for community recreational activities shall be established by mutual written agreement of the CITY's Director of Community & Library Services and the DISTRICT superintendent or designated representative.

f. DISTRICT shall be consulted and advised regarding all community recreational activities conducted by the CITY at the Facilities.

g. All fees and charges assessed for community recreational activities under this Agreement shall be used for furthering the recreational activities of the students and in performance of this Agreement.

2. TERM OF AGREEMENT/RENEWAL OPTION/OPTION TO TERMINATE

The term of this Agreement shall be for five (5) years and shall commence on September 8, 2023 and shall continue in effect through September 7, 2028 unless terminated by CITY or DISTRICT, upon sixty (60) days prior written notice to the other party specifying the desired date of termination. The PARTIES may agree to extend this Agreement subject to terms and conditions agreeable to the PARTIES and set forth in a written amendment to this Agreement.

If DISTRICT desires to exercise its right to terminate this Agreement, DISTRICT shall reimburse CITY for the improvements placed on the Site by CITY, including but not limited to the playground and accessory structures, benches, landscaping, walkways, and signage (the "Improvements") in an amount equal to the fair market value of said Improvements as of the date the cancellation is to be effective. In the event the PARTIES cannot agree upon the fair market value of the Improvements, such value will be determined by an independent appraiser appointed by and satisfactory to DISTRICT and CITY. The expense of such appraisal shall be borne equally by both PARTIES. In the event the PARTIES shall not agree upon said appraiser, the presiding judge of the Superior Court for the State of California, County of Orange, shall appoint the appraiser.

In the event CITY chooses to exercise its right to terminate this Agreement, all Improvements placed on the Site shall become the property of DISTRICT without the necessity

of formal documentation of transfer. Should DISTRICT not want such Improvements, CITY shall remove said Improvements within six (6) months or less, from date of notice, and return the Site to its original condition insofar as possible. Upon any cancellation of this Agreement, CITY shall remove all Improvements belonging to CITY. CITY's liability insurance shall be written to cover any cancellation period until Improvements are removed or title is received by DISTRICT.

All Improvements constructed on the Site and all Improvements placed or installed thereon by CITY and owned by CITY shall remain the property of CITY. At the termination of this Agreement, CITY shall remove from the Site all Improvements belonging to CITY and shall return the Site to its original condition insofar as possible unless DISTRICT indicates its desire, within thirty (30) days after such termination, to assume title to such Improvements. In which case, title thereto shall vest in DISTRICT without the necessity of formal documentation of transfer.

3. PERSONNEL

All CITY personnel employed to conduct community recreational activities shall be under the supervision of CITY and shall be employed and paid by CITY. CITY shall select and provide only qualified personnel to conduct community recreational activities and events which take place at the Facilities after school hours, on weekends, and during holiday and vacation periods.

4. MAINTENANCE OF FACILITIES

a. Custodial and maintenance services for the Facilities utilized for a public park and community recreational activities shall be provided by CITY and paid for by the CITY. However, CITY may submit a written request for the DISTRICT to provide such services for a particular activity or event. DISTRICT and CITY shall mutually agree in writing to the costs of providing custodial and maintenance service requested by City for the activity or event.

b. CITY shall provide and pay for all expendable materials and supplies necessary for conducting community recreational activities for all ages. Custodial and maintenance equipment (the "Equipment") may be provided by DISTRICT for community recreational use, and Equipment provided by CITY for community recreational use and suitable for school use may be provided by CITY for school use.

c. CITY shall not be responsible to repair or replace any of the Facilities if they are partially or totally damaged or destroyed by an act of God, including, but not limited to, occurrences such as earthquake, flood, fire or storm. In the event of such occurrence, the PARTIES will consider what action, if any, shall be taken to restore the affected Facilities.

d. The PARTIES shall be responsible to take appropriate action to abate any dangerous conditions during its usage of any of the Facilities.

e. Any maintenance procedure by DISTRICT which shall require the temporary closure of any Facility for more than twenty-four (24) hours shall occur at times mutually agreed upon in writing between the PARTIES.

f. District shall provide for and install all utilities necessary for the proper functioning of the Facilities. CITY shall pay all costs for the operation, repair and maintenance of the utilities in proportion to its usage of the Facilities during the term of this Agreement and any extensions thereof.

5. CONTRACT ADMINISTRATOR

The CITY Contract Administrator for this Agreement shall be the CITY's Director of Community & Library Services.

6. INDEMNIFICATION/INSURANCE

a. Indemnification by CITY. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any activities described in this Agreement. Pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by City under or in connection with any activities described in this Agreement. Neither DISTRICT nor any officer or employee of District shall be responsible for any personal injury or property damage or liability occurring by reason of any negligent acts or negligent omissions on the part of the CITY, its officers, employees or agents in connection with this Agreement. CITY shall fully indemnify, defend and hold DISTRICT harmless from and against any liability imposed as a result of any injury whatsoever occurring by reason of any negligent acts or negligent omission on the part of the CITY, its officers, employees or agents in connection with this Agreement.

b. Indemnification by DISTRICT. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any activities described in this Agreement. Pursuant to Government Code Section 895.4 DISTRICT shall fully defend, indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by DISTRICT under

or in connection with any activities described in this Agreement. Neither CITY nor any officer or employee of CITY shall be responsible for any personal injury or property damage or liability occurring by reason of any negligent acts or negligent omissions on the part of DISTRICT, its officers, employees or agents in connection with this Agreement. DISTRICT shall fully indemnify, defend and hold the CITY harmless from and against any liability imposed as a result of any injury whatsoever occurring by reason of any negligent acts or negligent omissions on the part of the DISTRICT, its officers, employees or agents in connection with this Agreement.

c. DISTRICT's Insurance Obligations. DISTRICT shall furnish properly executed certificates of insurance to CITY within thirty (30) days of CITY's written request for such certificates, which certificates shall clearly evidence all coverages required by CITY and provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to CITY. Such insurance shall name CITY, its officers, and employees as additional insured.

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## 7. GENERAL PROVISIONS

a. Notice. Every notice, demand, request, designation, consent, approval or other document or instrument delivered pursuant to this Agreement shall be in writing and shall be either personally delivered, sent by Federal Express or other reputable overnight courier, sent by facsimile transmission with the original subsequently delivered by other means within three (3) working days of the facsimile transmission, or sent by registered or certified United States Mail (postage prepaid, return receipt requested), to the addresses set forth below or to such other addresses as the PARTIES may designate from time to time:

If to District: Westminster School District  
14121 Cedarwood Avenue  
Westminster, California 92683  
Attn: Assistant Superintendent, Business Services

If to City: City of Huntington Beach  
2000 Main Street  
Huntington Beach, California 92648  
Attn: Director, Community & Library Services

Written notice served by registered or certified mail shall be deemed delivered three (3) days after the date mailed. Other notices shall be effective upon delivery.

b. Covenants and Conditions. Each term and each provision of this Agreement performable by either party shall be deemed both a covenant and a condition.

c. Partial Invalidity. If any term or provision of this Agreement or any extension or application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any extension or application shall be valid and enforced to the fullest extent permitted by law.

d. Waiver. No delay or omission in the exercise of any right or remedy of a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any action by the DISTRICT requiring CITY's consent or approval shall not be deemed to waive or render unnecessary CITY's consent to or approval of any subsequent act of DISTRICT. DISTRICT's consent or approval of any action by the CITY requiring DISTRICT's consent or approval shall not be deemed to waive or render unnecessary DISTRICT's consent to or approval of any subsequent act of CITY. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

e. No Assignment. This Agreement and the duties and responsibilities of the PARTIES shall not be assigned by the PARTIES.

f. Entire Agreement. This Agreement represents the entire understanding of the PARTIES as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement. This Agreement may not be modified, altered or amended except in writing by the PARTIES.

g. Headings. Headings at the beginning of each numbered article and section of this Agreement are solely for the convenience of the PARTIES and are not part of this


Agreement. As they are intended for reference only, no legal significance of any kind shall be attached to such headings.

h. Governing Law. This Agreement shall be governed by the laws of the State of California and construed as if drafted by both CITY and DISTRICT.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by and through their authorized officers on the day, month and year first above written.

**WESTMINSTER SCHOOL DISTRICT**

**CITY OF HUNTINGTON BEACH**

By  1/22/24  
Signature

By \_\_\_\_\_  
Mayor

Manuel Cardoso

ATTEST:

Print Name

Assistant Superintendent, Business Services

By \_\_\_\_\_  
City Clerk

Title

APPROVED AS TO FORM:

By \_\_\_\_\_ *NP*  
City Attorney

APPROVED AS TO CONTENT

By \_\_\_\_\_  
City Manager

INITIATED AND APPROVED

By \_\_\_\_\_  
Director of Community & Library Services

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**WESTMINSTER SCHOOL DISTRICT**

**CITY OF HUNTINGTON BEACH**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print Name

ATTEST:

\_\_\_\_\_  
Title

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_ NP  
City Attorney

APPROVED AS TO CONTENT

By \_\_\_\_\_  
City Manager

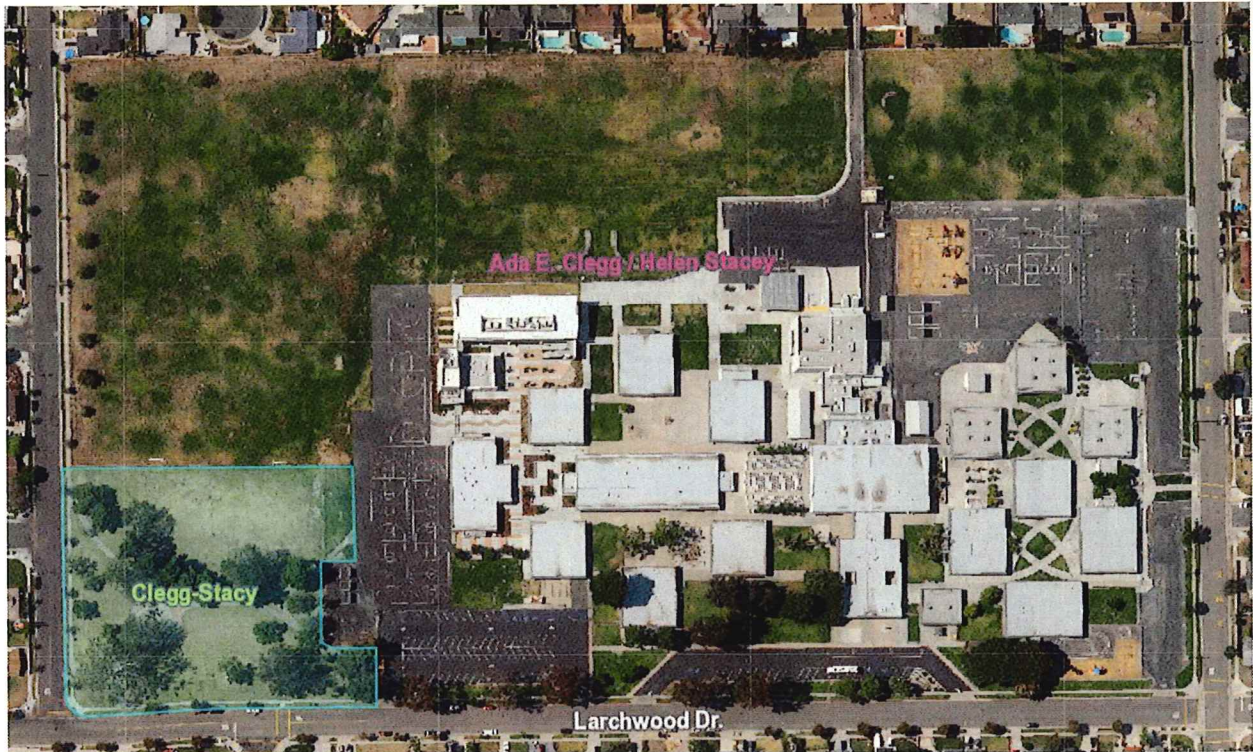
INITIATED AND APPROVED

By \_\_\_\_\_  
Director of Community & Library Services

## EXHIBIT "A"

### Westminster School District School with Park

- Clegg-Stacey Park - Acres: 2.795  
6161 Larchwood Drive  
Huntington Beach, CA 92647



V.P.K.

Southern California ReLIEF  
Protected Insurance Program for Schools

## CERTIFICATE OF COVERAGE

Issue Date  
**1/12/2024**

**ADMINISTRATOR:** LICENSE # 0451271  
Keenan & Associates  
901 Calle Amanecer, #200  
San Clemente, CA 92673

Denise Suarez License No. 4181241 310-212-0363 x2221  
dsuarez@keenana.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

**COVERED PARTY:**  
Westminster School District  
Northern Orange County Liability and Property  
Self-Insurance Authority  
14121 Cedarwood Avenue  
Westminster CA 92683

**ENTITIES AFFORDING COVERAGE:**

ENTITY A: Southern California ReLIEF  
ENTITY B: Protected Insurance Program for Schools  
ENTITY C:  
ENTITY D:  
ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input checked="" type="checkbox"/> SEXUAL ABUSE AND MOLESTATION	SCR 00104-37	7/1/2023 7/1/2024	\$ 2,500	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SCR 00104-37	7/1/2023 7/1/2024	\$ 2,500	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	SCR 00104-37	7/1/2023 7/1/2024	\$ 2,500	\$ 500,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	SCR 00104-37	7/1/2023 7/1/2024	\$ 2,500	\$ Included EACH OCCURRENCE
B	<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS12820	7/1/2023 7/1/2024	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$	

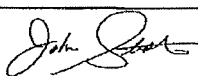
**APPROVED AS TO FORM**

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
As respects to the Joint Use Agreement. Further agreement terms including endorsement's to be applied once signed contract becomes available.

**MICHAEL E. GATES**  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

**CERTIFICATE HOLDER:**  
City of Huntington Beach  
2000 Main St.  
Huntington Beach CA 92648

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

  
John Stephens  
AUTHORIZED REPRESENTATIVE

**DISCLAIMER**

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

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