

**RECREATION FACILITY USE AGREEMENT BETWEEN
CITY OF HUNTINGTON BEACH AND HUNTINGTON BEACH CITY
SCHOOL DISTRICT FOR JOINT USE OF SCHOOL RECREATION FACILITIES**

THIS AGREEMENT is made and entered into this 1st day of June, 2024 (the “Effective Date”), by and among the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California, hereinafter referred to as “CITY”, and HUNTINGTON BEACH CITY SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter collectively referred to as “DISTRICT.”

WHEREAS, the parties hereto desire to promote and preserve the health and general welfare of the people of the CITY and District, and to cultivate and develop good citizenship by providing for an 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 and DISTRICT; and

WHEREAS, DISTRICT and CITY are authorized to jointly exercise any common powers pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (Section 6500 et seq.) and under the Joint Use provisions of the Education Code Section 17527 et. seq.; and

WHEREAS, the parties hereto desire to cooperate with each other to carry out the provisions of Chapter 10, Part 7 of Division 1 of Title 1 of the Education Code of the State of California (Section 10900 et seq.), and to that end enter into an agreement with each other to promote and preserve the health and general welfare of the people of said CITY and DISTRICT,

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. USE OF SCHOOL FACILITIES

a. DISTRICT may make available to CITY those certain school facilities listed in Exhibit “A” for community recreational activities, subject to the terms and conditions set forth in this Agreement (collectively, the “School Facilities”). The School Facilities so utilized as needed shall be selected by CITY out of those facilities made available to CITY by DISTRICT. DISTRICT shall provide CITY with a minimum of thirty (30) days advance notice of any changes to the list of available School Facilities. Upon the effective date of any such change(s), the existing Exhibit “A” shall be replaced with an updated Exhibit “A”.

b. CITY use of School Facilities shall be in accordance with pertinent DISTRICT

policies in granting permits for non-school use of facilities, and the Civic Center Act commencing at Education Code Section 38130.

c. DISTRICT shall have first priority and exclusive use of all School Facilities for public school and educational program, activities, or recreational uses in conjunction with the operation of each school site during regular public school hours each day, including summer school, and at such other times as the School Facilities may be needed for school purposes or are not being used by CITY.

d. Schedules for use of said School Facilities for community recreational activities shall be established by mutual agreement of the Director of Community & Library Services of CITY and DISTRICT superintendent or designated representative.

2. FEES AND SCHEDULING OF SCHOOL FACILITIES IN GENERAL

a. Consistent with Section 1.c above, DISTRICT programs, events and required maintenance shall have first scheduling priority for the use of the School Facilities. Schedules for non-DISTRICT use of the School Facilities may be altered by mutual consent of the parties. The parties agree to use their best efforts so as to avoid scheduling disputes and conflicts.

b. CITY shall select and provide certain qualified personnel to conduct recreational activities and events which take place after school hours, on weekends, and during holiday and vacation periods on the various selected DISTRICT School Facilities.

c. CITY shall consult with and obtain DISTRICT's written consent, which shall not be unreasonably denied or delayed, prior to conducting any recreational activities on the School Facilities.

3. PERSONNEL

All personnel employed to conduct community recreational activities shall be under the supervision of CITY and shall be employed by CITY. Expenses, including but not limited to, salaries, cost of supplies, and general maintenance shall be met by CITY out of its own resources. All personnel selected by CITY to provide services on the School Facilities shall be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and shall complete the Criminal Records Check Certification form provided by DISTRICT.

4. MATERIALS AND MAINTENANCE OF FACILITIES

a. CITY shall provide certain expendable material and supplies necessary for conducting community recreational programs for all ages. Equipment provided by the DISTRICT

as part of the school program and suitable for community recreational use, and equipment and supplies provided by CITY and suitable for school use, shall be mutually interchangeable for the common use of CITY and DISTRICT.

b. CITY agrees to pay a pro rata share of the expenses for all School Facilities utilized for community recreational programs to: (i) maintain the School Facilities in good order, condition and repair; (ii) provide utility services used on the School Facilities; (iii) provide custodial service to keep the School Facilities, including applicable restrooms, in a neat, orderly and sanitary condition; (iv) mow the lawn, trim lawn edges, remove weeds, repair and replace broken sprinkler heads as needed, and otherwise maintain the School Facilities, for all periods when the School Facilities are being used by CITY for community recreation programs.

c. If DISTRICT determines that the School Facilities, in whole or in part, must be closed due to work on adjacent property or for repair, renovation or maintenance, DISTRICT shall give CITY a minimum of ten (10) days advance notice prior to the closure, unless DISTRICT determines that an emergency condition exists which may threaten the health or safety of persons using the affected School Facilities. In such case, DISTRICT shall have the right to immediately close the affected School Facilities. In the case of an emergency of the type described above, DISTRICT agrees to make a good faith effort to give CITY notice of the closure within twenty-four (24) hours of learning of the emergency condition necessitating the closure of the affected School Facilities. Upon completion of the work on the adjacent property or the repair, renovation or maintenance of the affected School Facilities, DISTRICT shall give CITY notice that the affected School Facilities are available for use.

d. CITY agrees to repair, replace or pay for any damage done to the School Facilities while under CITY control that is the direct result of the use by CITY for its community recreational programs. CITY shall give written notice to DISTRICT of any such damage within three (3) working days of the discovery of the damage.

5. CONTRACT ADMINISTRATOR

The CITY Contract Administrator for this Agreement shall be the Director of Community & Library Services of CITY. The DISTRICT Contract Administrator for this Agreement shall be the District Superintendent.

6. TERM AND OPTION TO TERMINATE

The term of the Agreement shall be for five (5) years and commence on June 1, 2024, the Effective Date, and shall continue in effect through June 30, 2029, unless terminated by

CITY or DISTRICT, upon sixty (60) days prior written notice to the other party specifying the desired date of termination. Upon the Effective Date of this Agreement, all prior agreements between the parties regarding the use of the School Facilities for community recreational programs shall be terminated without further action or liability by either party. 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.

7. INDEMNIFICATION, DEFENSE, HOLD HARMLESS

a. 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.

b. 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 the DISTRICT under or in connection with any activities described in this Agreement. Pursuant to Government Code Section 895.4 the DISTRICT shall fully defend, indemnify and hold CITY harmless from the liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done by the DISTRICT under or in connection with any activities described in the Agreement.

8. INSURANCE

a. CITY agrees to either self-insure for at least the minimum liability coverage set forth below or maintain comprehensive general liability insurance either through an insurance carrier licensed to do business in the State of California or a joint powers insurance authority with the amount of said insurance required to be at least Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate. CITY agrees to name DISTRICT as an additional insured on the applicable insurance policies and to provide thirty (30) days prior written notice to DISTRICT if it proposes to change, or modify the aforementioned insurance coverage which will result in a decrease in the scope or the amount of such coverage.

b. CITY shall ensure that all persons or organizations desiring to use the School Facilities, as part of their community recreational programs, shall have in effect at the time of such use, the above-referenced general liability insurance coverage.

9. AMENDMENTS

This Agreement may be amended from time to time by mutual agreement in writing of the parties hereto.

10. NON-DISCRIMINATION

CITY covenants by and for itself, its administrators and assigns, and all persons claiming under or through it, that this Agreement is made subject to the following condition:

There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, ethnicity, national origin, ancestry, religion, gender, sexual orientation, age, disability, or material status, in the use, occupancy or enjoyment of the School Facilities subject to this Agreement.

11. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

12. NOTICES

Any notices pursuant to this Agreement shall be deemed delivered, if in writing, deposited in the United States Postal Service with postage prepaid and addressed to each party as follows:

CITY:

Attn: Director, Community & Library Services
2000 Main Street
Huntington Beach, CA 92648

DISTRICT:

Attn: Superintendent
8750 Dorsett Drive
Huntington Beach, CA 92646

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.

CITY OF HUNTINGTON BEACH

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO CONTENT:

By _____
City Manager

APPROVED AS TO FORM:

By _____ NP
City Attorney

HUNTINGTON BEACH CITY SCHOOL DISTRICT

By 
Superintendent

INITIATED AND APPROVED:

By _____
Director, Community & Library Services

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.

CITY OF HUNTINGTON BEACH

By _____
Mayor

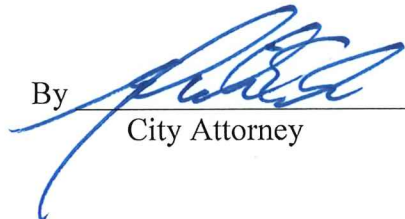
ATTEST:

By _____
City Clerk

APPROVED AS TO CONTENT:

By _____
City Manager

APPROVED AS TO FORM:

By  _____
City Attorney ND

HUNTINGTON BEACH CITY SCHOOL DISTRICT

By _____
Superintendent

INITIATED AND APPROVED:

By  _____
Director, Community & Library Services

EXHIBIT "A"
LIST OF SCHOOL FACILITIES

Huntington Beach City School District Schools

- Isaac L. Sowers Middle School
9300 Indianapolis Avenue
Huntington Beach, CA 92646

- John H. Eader Elementary School
9291 Banning Avenue
Huntington Beach, CA 92646

- Ralph E. Hawes Elementary School
9682 Yellowstone Drive
Huntington Beach, CA 92646

- Huntington Seacliff Elementary School
6701 Garfield Avenue
Huntington Beach, CA 92648

- S.A. Moffett Elementary School
8800 Burlcrest Drive
Huntington Beach, CA 92646

- Joseph R. Perry Elementary School
19231 Haring Lane
Huntington Beach, CA 92646

- John R. Peterson Elementary School
20661 Farnsworth Lane
Huntington Beach, CA 92646

- Agnes L. Smith Elementary School
770 17th Street
Huntington Beach, CA 92648

- Ethel R. Dwyer Middle School
1502 Palm Avenue
Huntington Beach, CA 92648

GL2-2026	AI	CERTIFICATE OF COVERAGE	07/03/2023		
<p>Public Risk Innovation, Solutions, and Management</p> <p>C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612</p> <p>PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861</p>		<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>			
		<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>			
		<p>COVERAGE AFFORDED BY: A- Public Risk Innovation, Solutions, and Management</p>			
<p>Member: CITY OF HUNTINGTON BEACH ATTN: DEANNA SORIA 2000 MAIN STREET HUNTINGTON BEACH, CA 92648</p>		<p>COVERAGE AFFORDED BY: B</p>			
		<p>COVERAGE AFFORDED BY: C</p>			
		<p>COVERAGE AFFORDED BY: D</p>			
<p>Coverages</p> <p>THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER 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 BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY #	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	PRISM PE 23-GL2-25	07/01/2023	07/01/2024	Difference between \$2,000,000 and Member's Self-Insured Retention of \$1,000,000 and/or applicable additional member and pooled layers of coverage Completed Operations Aggregate Applies Program Aggregate Applies
<p>Description of Operations/Locations/Vehicles/Special Items:</p> <p>AS RESPECTS AGREEMENT BETWEEN CITY OF HUNTINGTON BEACH AND HUNTINGTON BEACH CITY SCHOOL DISTRICT FOR USE OF FACILITIES THROUGHOUT THE POLICY TERM.</p> <p>HUNTINGTON BEACH CITY SCHOOL DISTRICT, ITS BOARD, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.</p> <p>COVERAGE FOR SEXUAL MISCONDUCT IS INCLUDED IN THE EXCESS GENERAL LIABILITY LIMITS SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS OF THE MEMORANDUM OF COVERAGE.</p>					
<p>Certificate Holder</p> <p>HUNTINGTON BEACH CITY SCHOOL DISTRICT 8750 DORSETT DRIVE HUNTINGTON BEACH, CA 92646</p>			<p>Cancellation</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p>		
			<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align:center;"><i>Gina Dean</i></p> <p>Public Risk Innovation, Solutions, and Management</p>		

ENDORSEMENT NO. U-1
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 2
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____

Memorandum No.: PRISM 23 GL2-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023



Authorized Representative
Public Risk Innovation, Solutions, and Management