

**COOPERATIVE AGREEMENT
BETWEEN
THE HERMOSA BEACH CITY SCHOOL DISTRICT AND THE
CITY OF HERMOSA BEACH REGARDING THE
JOINT USE OF PUBLIC FACILITIES**

This Cooperative Agreement ("Agreement") is made and entered into as of this _____ day of October, 2008 by and between the City of Hermosa Beach, a municipal corporation ("City"), and the Hermosa Beach City School District, a public elementary school district ("District"), each duly organized and existing under the Constitution and laws of the State of California (collectively, the "Parties").

R E C I T A L S

A. City and District desire to enhance recreational opportunities, cultivate and develop community education, health, fitness and good citizenship by providing for a program for City and District education, recreation and athletics that will contribute to the attainment of general educational, recreational and cultural objectives of students and residents of the City and District; and

B. City and District have previously maintained a cooperative working arrangement which has shown that the joint use of City/District facilities provides the community with educational, recreational and athletic opportunities at a lower cost than if provided separately; and

C. The further cooperative arrangements between the City and District, including solid waste removal, recycling, joint emergency training, after school transportation, after school day care among other joint activities provides for the optimum use of public funds; and

D. This agreement is entered into under authority granted under the Government Code (Section 6500 *et seq.*) and by one or more of the Education Code Sections 17051 (regarding joint use of parks and recreation), 17060 (regarding joint ventures) and 10900 *et seq.* (regarding joint use of property and facilities of the State of California) which authorize and empower cities and school districts to enter into agreements for conducting joint use programs; and,

E. The parties desire to establish general guidelines for joint use of City/District facilities.

NOW, THEREFORE, in consideration of the foregoing, City and District hereby mutually covenant and agree with each other as follows:

1.0 City Use of School Facilities

District shall make available the following District-owned facilities for use by City as follows:

1.1 All District-owned school grounds shall be made available to the City Fire Department for fire training activities at such times and in such manner as to not interfere with District's ordinary and usual use of the grounds for school purposes. The Fire Chief shall provide not less than forty-eight (48) hours advance notice of the Department's intended use of the school grounds to the District Superintendent and they shall agree upon mutually acceptable time and logistics for the training activity.

1.2 The gymnasium and field at the Valley Elementary School, the field at the View Elementary School and the field at Valley Park shall be made available to the City Park and Recreation Department for City recreational programs at such times and in such manner as to not interfere with District's ordinary and usual use of these facilities for school purposes. The Parties shall establish a schedule for City's use of the facilities.

1.3 When utilizing District's property and facilities under this Agreement, City may authorize use of the property and facilities by third party community groups. Nothing herein shall preclude City from imposing a charge on those groups for use of the property and facilities.

Once District has allocated certain days and hours to City for the use of the property and facilities described in Paragraph 1.2, City will be responsible for programming and permitting those facilities. In the event of an unanticipated scheduling conflict, the District's scheduled use of the District's facilities for school purposes shall prevail.

2.0 District Use of City Facilities

2.1 District shall cablecast its School Board meetings live on Channel ___. District may conduct its Board meetings in the City Council chambers in order to facilitate live cablecast of its meetings, provided that doing so does not interfere with City's scheduled use of the chambers.

2.2 The classrooms at South Park shall be made available to District for the After School Day Care Program in accordance with a schedule established for such use by the Parties.

2.3 The Community Center Theater shall be made available to District for school activities, provided that such use does not interfere with the City's scheduled use of the Theater. District shall provide not less than two (2) weeks advance notice of its request to use the Theater, together with the proposed dates and times of use.

In the event of an unanticipated scheduling conflict, the City's scheduled use of the City's facilities shall prevail.

3.0 Joint programs

3.1 The Parties agree jointly to operate a Safe Route to School Program, posting crossing guards at designated intersections at scheduled times of the day.

3.2 As set forth in Section 4.0 below, City shall provide recycling and solid waste removal from District's elementary schools. District shall establish a composting program at Valley School and incorporate an educational component regarding composting and recycling into its curriculum.

4.0 Payments and Fees

4.0 In consideration of a portion of the benefits accruing to City under this Agreement, and to offset District's costs for management and operation of its property and facilities used by City under this Agreement, City agrees to provide funding in the amount of \$100,000 in the 2008-09 fiscal year to District, of which \$18,000 shall be in the form of in-kind solid waste and recycling collection services from District's elementary schools. The remaining funding may consist of direct cash payments, other in-kind services or in-lieu payments on behalf of District. In the event District receives greater funding from the State for fiscal year 2008-09 than forecast [NEED TO SPECIFY HOW MUCH], City's funding commitment shall be reduced dollar for dollar by any such increase. District will promptly reimburse City for any payments made in excess of its obligation herein as a result of increased State subventions to District.

4.1 Except as provided in Paragraph 1.3, the Parties shall charge no fees for the use of their respective facilities pursuant to this Agreement.

5.0 General Operating Principles

5.1 The City Manager and the Superintendent, or their designees, shall confer regularly on the use and maintenance of joint use facilities, on jointly operated programs, on the implementation of this Agreement and for the purpose of exploring additional opportunities for cooperation.

5.2 The Parties shall develop and publish a master schedule for the use of the property and facilities described in Paragraphs 2 and 3 hereinabove. The schedule may be altered at the request of either Party with the concurrence of the other. The Parties may establish mutually acceptable rules and regulations regarding the conduct of persons using the property and facilities; absent such rules, the Parties and persons using the facilities under their respective auspices shall abide by each Party's existing rules and regulations governing use of the properties and facilities.

5.3 The Parties shall each at their respective sole cost and expense maintain their respective facilities that are a part of this Agreement in a safe and clean condition consistent with ordinary community standards for such facilities and furnish them to the other party in such condition at the time of its scheduled use. The party making use of the other party's facility shall return the building, grounds and facilities in as good

condition as they were received, normal wear and tear excepted, and shall repair and/or replace or pay for repair and/or replacement of buildings, grounds, facilities, equipment or personal property that are damaged by the party's use. Repair, replacement or payment for same shall be made within ten (10) days of receipt of documentation of such damage.

5.4 The Parties agree to provide not less than ninety (90) days written notice to each other of any intended maintenance, renovation, replacement or repair projects that will interfere with its respective obligations under this Agreement.

5.5 The Parties shall each bear the cost of providing utility services to their respective property and facilities notwithstanding the other party's use of the property and facilities pursuant to this Agreement.

5.6 The property and facilities covered by this Agreement shall, with the exception of the use contemplated in Paragraph 1.1, be used for their intended purpose.

6.0 Miscellaneous Provisions

6.1 District shall indemnify, defend and hold harmless, to the maximum extent permitted by law, City and its officers, employees and agents, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, costs, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), including attorneys fees, expert fees and costs of suit, arising from or relating to District's use of a City facility pursuant to this Agreement, with the exception of those injuries, losses or damages occasioned by the sole negligence or wrongful acts of City.

6.2 City shall indemnify, defend and hold harmless, to the maximum extent permitted by law, District and its officers, employees and agents, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, costs, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), including attorneys fees, expert fees and costs of suit, arising from or relating to City's use of a District facility pursuant to this Agreement, with the exception of those injuries, losses or damages occasioned by the sole negligence or wrongful acts of District.

6.3 City is insured through _____ for property and liability insurance. District is insured through _____ for property and liability insurance. The Parties agree to maintain said insurance, or substantial equivalent, in place for the duration of this Agreement. The Parties may further elect to insure one or more facilities separately, or to require non-party users to obtain appropriate insurance covering their use of the facility.

6.4 Either Party may terminate this Agreement after June 30, 2009 in whole or in part (with respect to any facility) by delivery of ninety (90) days written notice of termination to the address indicated in paragraph 6.7. Nothing herein constitutes a commitment on the part of City for continued funding beyond June 30, 2009.

6.5 This Agreement supersedes any and all other agreements, written or oral, between the parties regarding the subject hereof, and contains all of the covenants and agreements between the parties. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein. No modification to this Agreement shall be effective unless reduced to writing and signed by both parties.

6.6 The Parties agree that their relationship shall be that of joint users of property identified for such use, and in no event that this Agreement be construed as creating a legal partnership, employment or agency/principal relationship.

6.7 Notices hereunder shall be sufficient if delivered to:

City Manager
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254

Superintendent
Hermosa Beach City School District
1645 Valley Drive
Hermosa Beach, CA 90254

6.8 This Agreement is made under the Constitution and laws of the State of California and is to be so construed.

6.9 It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

6.10 In the event a dispute under this Agreement cannot be informally resolved by the Parties themselves, it is agreed that the Parties will engage the services of a third party neutral and participate in good faith mediation prior to instituting any litigation.

6.11 The rights and responsibilities under this Agreement shall be the sole and exclusive benefit and burden of the Parties hereto, and not for any other party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper and duly authorized officers on the day and year first set forth above.

City of Hermosa Beach

Hermosa Beach City School District

By: _____

By: _____

Attest:

Attest:

City Clerk

District Clerk

Contract Language Consideration for the Proposed Cooperative Agreement between the
Hermosa Beach City School District and the City of Hermosa Beach
12-10-08

- 1.2 The gymnasium and field at Hermosa Valley School, the field at Hermosa View School and the field at Valley Park shall be made available to the City Park and Recreation Department for organized and supervised City recreational programs at such times and in such manner as to not interfere with the District's ordinary and usual use of these facilities for school purposes. School usage shall have priority over non-school related usage in all circumstances. The Parties shall establish guidelines for usage and a monthly schedule for the City's use of the facilities.
- 2,1 District may cablecast its Regular School Board meetings live
- 3,2 *How does this section impact Planet Pals and the band's bottle collection program?*
- 4.0 *It would appear that the district would receive \$82,000 based on the proposal. Part of district costs that would be incurred would be the maintenance and cleanup of the fields and facilities resulting from city usage. How much would that be?*

In the paragraph it is proposed that the following language be included:

In the event that the state increases the Revenue Limit per ADA amount (based on the information available from the Los Angeles County Office of Education) over what appears in the adopted budget, then the City's funding will be reduced dollar for dollar by any such Revenue Limit per ADA increase

