

AGREEMENT FOR JOINT USE OF FACILITIES

Between the City of Highland and the Redlands Unified School District

This AGREEMENT is made and entered into this 1st day of October, 2024, by and between the CITY OF HIGHLAND, a Municipal Corporation, (hereinafter referred to as "City"), and the REDLANDS UNIFIED SCHOOL DISTRICT, a School District organized and existing under the laws of the State of California (hereinafter referred to as "District").

RECITALS

WHEREAS, the City and District have determined that it will be in the best public interest, both economically and practically, for the City and District to cooperate with each other in the use and operation of Joint Recreation and Community Facilities on the School Site; and

WHEREAS, City and District desire to enter into an Agreement for Joint Use of certain parking and athletic field facilities for public school use and for public park and recreational use on the School Site under Education Code Section 10900, et seq.; and

NOW, THEREFORE, in consideration for the covenants, conditions, and provisions set forth herein, the City of Highland and the Redlands Unified School District agree as follows:

AGREEMENT

1. GENERAL PURPOSE

The purposes and intent of this Agreement are to provide for the shared development, use, and maintenance of the Athletic Fields, Parking Facilities, and Community Facilities on the School Site, for the mutual benefit and use of the District and City and their community.

2. CITY EQUIPMENT/FACILITIES

City may install equipment or facilities on District grounds, upon approval by the District and in compliance with applicable Federal or State requirements. Any City equipment or facilities installed or constructed on District grounds shall remain property of the City. City shall be solely responsible for maintaining City equipment on District grounds. District shall use City equipment and facilities as provided herein. City shall be entitled to remove any City equipment and facilities on District grounds. The City shall repair any damage resulting from said equipment removal.

3. FIELD MAINTENANCE

The District shall be responsible for maintaining District grounds and facilities, including, but not limited to mowing fields, removal of garbage and debris, and landscape maintenance needed to operate District outdoor activities. City shall be responsible for maintenance of City facilities, preparation of facilities and grounds needed for City activities, and removal of garbage and debris resulting from City activities.

4. WATER

During the term of this Agreement, City shall supply and bear the cost of water necessary to maintain District grounds, as shown on the attached Exhibit "A". District shall be responsible for prompt repair and maintenance of irrigation lines and related equipment.

5. SCHEDULING AND PRIORITY USE

During the term of this Agreement, both the District and City shall be entitled to use the athletic and playfields and parking facilities for instructional and recreational programs. It is the intent of the parties to secure the maximum use of the recreational and park facilities to benefit the students and citizens of the community.

A. The District shall reserve the right of priority over school facilities and grounds during school hours of operation and for school and school-related activities. The District facilities and grounds shall be available at all other times to the City, during established hours of operation, as agreed to by the City and District. District and City Representatives shall communicate, as needed, to coordinate scheduling of facilities and grounds.

B. City may schedule evening and weekend use for District Grounds, as mutually agreed to by the District and City. For use of District buildings, City shall file a "Use of District Facilities Application," in accordance with District's established procedures.

C. Documents required by the City from outside organizations for use of School facilities and grounds for City-sponsored or City-scheduled activities shall include a waiver signed by the Applicant, indemnifying the District from any loss, liability, or claim.

6. FEES

District shall not charge City any fees for use of District grounds and facilities. However, City shall pay to District all District-incurred direct personnel costs resulting from City's use of District grounds and facilities. District shall notify City in advance of any direct personnel costs associated with scheduled activities.

7. SAFETY

City and District Representatives shall report any and all possible safety hazards that come to the attention of such Representatives of the appropriate Agency.

8. INSURANCE

City and District shall at all times maintain liability insurance for property damage and bodily injury arising out of their respective activities under this Agreement. Such liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of not less than one million dollars (\$1,000,000) combined single limit. District and City may alternatively satisfy the insurance requirements herein through a formal, self-insured program to which both parties agree as acceptable. District and City shall name each other as additional insured on any such policies and provide each other with Certificates of Insurance evidencing the same concurrent with the execution of this Agreement and each year thereafter.

9. HOLD HARMLESS

- A. City shall defend, indemnify and hold District harmless from any and all damage, loss, liability, claim, suit or judgment resulting from work done by or on behalf of, or omitted by the City, in connection with this Agreement. Additionally, City shall defend, indemnify and hold District harmless from any loss, liability, claim, suit or judgment arising out of public use of District Grounds and Facilities by members of the public when School is not in session, and such Grounds and Facilities are in use for City-sponsored events and activities.
- B. District shall defend, indemnify and hold City harmless from any and all damage, loss, liability, claim, suit or judgment resulting from work or acts done by or on behalf of, or omitted by the District, in connections with this Agreement. Additionally, District shall defend, indemnify and hold City harmless from any loss, liability, claim, suit or judgment arising out of use of the District Grounds and Facilities when School is in session or during District-sponsored events and activities.
- C. These provisions are included in accordance with Government Code Section 895.4 and are applicable to all parties hereto to the extent authorized by law.

10. CIVIC CENTER ACT, DISTRICT POLICY AND REGULATIONS

Except as specifically set forth in this Agreement, the provisions of the Civic Center Act, Education Code 38130 et seq. (or any successor), and District Board Policy and Administrative Regulations 1330 pertaining to Use of Facilities, shall apply to the City's use of School Grounds and Facilities.

11. NON-ASSIGNABLE

The City and District agree not to assign any right or privilege connected with this Agreement. Any and all contractees of the City are subject to any and all Sections of this Agreement pertaining to the City.

12. TERM OF AGREEMENT

Unless otherwise terminated pursuant to Section 13, or by mutual agreement of the parties, this Agreement shall be in full force and effect for a period of twenty (20) years from the date of approval by the last party to execute this Agreement. Upon expiration of the Initial Term, the Agreement may be extended upon approval by both parties. If the Agreement is not extended beyond the Initial Term, it shall continue in full force and effect upon the same terms and conditions from year to year.

13. TERMINATION

Either the City or District may terminate this Agreement, with or without cause, upon sixty (60) days prior written notice of such termination to the other party. Upon termination by either party, the parties shall negotiate in good faith consideration of any separation of utility meters, connections, City-owned property on-site, or related matters.

14. NOTICES

All notices to be given under this Agreement shall be in writing and delivered in person, or sent by First Class Mail, addressed as follows:

City of Highland
Community Development Department
27215 Base Line
Highland, CA 92346

Redlands Unified School District
Facilities Planning
P. O. Box 3008
Redlands, CA 92373

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the following dates:

City of Highland

By:



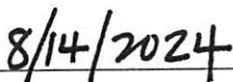
Mayor
City of Highland

Witness:



City Clerk
City of Highland

Date:



Redlands Unified School District

By:

President
Board of Education

Witness:

Clerk
Board of Education

Date:

Exhibit A

