

RECIPROCAL FACILITIES USE AGREEMENT

This Reciprocal Facilities Use Agreement (“Agreement”) is effective as of September 6, 2018 (“Effective Date”) by and between the William S. Hart Union High School District (“District”), a public school district organized and existing pursuant to State of California (“State”) law, and the Santa Clarita Community College District (“College”), a California community college district and political subdivision of the State. District and College may hereinafter be referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. District and College previously have entered into agreements for use by one Party of the other Party’s classroom, administrative and recreational facilities and/or other real and personal property (collectively, as to each Party, its “Property”). The Parties intend that such uses of a Party’s Property by the other Party shall continue in the future and may involve uses beyond the scope of existing agreements between the Parties, such additional future uses to be documented in written agreements between the Parties. Except as otherwise provided herein, this Agreement shall apply to all uses by a Party of the Property of the other Party pursuant to agreements between the Parties existing or pending as of the Effective Date. Further, agreed upon additional future uses shall also be governed by this Agreement, unless otherwise provided in the written modification between the Parties.

B. The Parties desire to cooperate in facilitating future uses by one Party of the other Party’s Property, as determined to be in the best interests of the Parties and the public. However, in so cooperating, the Parties desire to establish limits on liability assumed by a Party that may arise from use of its Property by the other Party. The Parties intend that, to the extent provided herein, this Agreement shall apply in all future situations in which a Party uses the Property of the other Party. The Party that is to use the other Party’s Property shall be referred to herein as the “Using Party.”

C. The Parties intend that, to the extent provided herein, this Agreement shall apply to all uses by a Using Party of the owner’s Property pursuant to existing agreements (as those have been and subsequently may be amended), as well as in all situations in which a Using Party uses the owner’s Property pursuant to future, duly-authorized written agreements of the Parties (“Executed Facilities Use Request”). As a limitation on the foregoing, the Parties agree that this Agreement shall not apply to the following agreements:

- (i) that certain agreement regarding the District’s use of the College’s Stadium dated July 1, 2003, and entitled “Community Recreation Joint Use Agreement,” as subsequently amended; and
- (ii) that certain agreement dated July 21, 2004, and entitled “Joint Use Agreement for Construction and Operation of University Center” as subsequently amended and as subsequently supplemented by that certain agreement dated June 10, 2009, and entitled “Amended Operating Agreement for the University Center,” as amended;

- and
- (iii) that certain agreement regarding the District's use of the College's Natatorium and Swimming Pool dated January 14, 2013, and entitled "Community Recreational Agreement" as subsequently amended; and
 - (iv) that certain agreement approved by the College's Board of Trustees on October 13, 2010, entitled "K-12 Arts Education Outreach Program Agreement as subsequently amended.

AGREEMENT

In Light of the Foregoing, and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

Section 1. Scope of Agreement. This Agreement shall be construed as establishing requirements for a Using Party to comply with all laws, rules, *et cetera* governing use of the other Party's Property (as set forth in Section 2) and for such Using Party to indemnify, defend and hold-harmless the other Party (as set forth in Section 3). The provisions of this Agreement shall apply in all instances with any existing or future written agreement between the Parties with respect to use by one of the other's Property, except as otherwise provided herein. Therefore, in the event of any conflict between the provisions of this Agreement and any other written agreement of the Parties, the provisions of this Agreement shall control.

Section 2. Use of Property. The Using Party shall use the Property of the other Party in accordance with: (i) all applicable laws, regulations, ordinances and other governmental requirements (including, without limitation, the Education Code, the Vehicle Code, and requirements of the California Department of Education); (ii) all applicable and reasonable policies, regulations and rules of the Party that owns, controls and/or operates the Property (including, without limitation, policies and rules related to student health, safety and welfare); (iii) all requirements of any applicable written agreement for use of the Property; and (iv) all reasonable instructions of the Party that owns, controls and/or operates the Property relating to the health, safety and/or welfare of students or others. Upon the first request by a Using Party after the Effective Date to use a Property of the other Party, the other Party shall provide to the Using Party copies of all written policies and rules applicable to use of that Property, and shall thereafter provide copies of such written policies and rules upon any amendment thereto. For each facility use, the Using Party shall submit a separate Facility Use Request for approval and execution by the other Party, including the establishment of a facility use fee on a per event basis, if applicable. Facility use fees shall conform with the Direct Cost User Rates listed on the fee schedules adopted by each Parties' Governing Board attached hereto as Exhibit A. Invoices must be received by May 31 of each fiscal year to be paid by June 15 of that fiscal year. An Executed Facilities Use Request shall become a part of this Agreement and incorporated into this Agreement as though fully set forth herein.

Section 3. Limitations on Liability.

(a) ***Indemnification.*** The Using Party agrees to and shall indemnify, defend

and hold harmless the other Party and its governing board members, officers, employees, consultants, administrators, independent contractors, subcontractors, agents and other representatives (collectively, the other Party's "Agents") from any and all claims, demands, actions, liabilities, damages, causes of action, losses, judgments, costs and expenses (including, without limitation, attorney's fees and expenses) arising from or related to the negligence or willful misconduct of the Using Party or its Agents. This provision shall be interpreted to require that the Party whose Property is being used shall be responsible for its own negligence and willful misconduct and for that of its Agents. With respect to any use or incident occurring prior to expiration or termination of this Agreement, the requirements of this Section shall survive expiration or termination of this Agreement.

(b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. This Agreement is not an agreement within the meaning of Government Code Section 895 as it is not a joint powers agreement, it does not transfer functions from one Party to the other, and neither Party herein agrees to perform any function, service or act for the other Party. However, in the event a court of competent jurisdiction, or an arbitrator as provided herein, determines that this Agreement is an agreement within the scope of Government Code Section 895, the provisions of Subsection (a) of this Section shall apply to any liability imposed on a Party or its Agents, in connection with this Agreement, solely by virtue of Government Code Section 895.2.

Section 4. Insurance.

(a) Required Policies. Each Party, at its own cost, shall obtain and maintain during the term of this Agreement such insurance policies as, in the Party's prudent business judgment or as otherwise determined pursuant to the dispute resolution provisions of this Agreement, are necessary, appropriate and sufficient to protect the Party, the other Party, and such portions of the other Party's Property to be used. Such insurance policies shall provide the following minimum types of coverage: (i) commercial general liability insurance; (ii) property insurance; (iii) vehicle insurance; and (iv) workers' compensation insurance as required by law. Any deductibles or self-insured retentions applicable to a Party's insurance coverage shall be subject to the reasonable approval of the other Party, which approval shall not be unreasonably withheld, delayed or conditioned. The Parties shall confer and/or negotiate in good faith in the event a Party seeks review or reconsideration of the type, coverage limits, or terms and conditions of any policies maintained by it or the other Party pursuant to this Section. Either Party may obtain and maintain the insurance coverage required herein through a joint-powers insurance cooperative of which the Party is a member, if all other conditions herein are satisfied; provided that, in all other cases, each policy required herein shall be issued by an insurer licensed to do business in the State and having an A.M. Best Company rating ("Best's Rating") of not less than an "A minus" and Financial Size Category of not less than "IX."

(b) Liability, Property and Vehicle Insurance Policies. Notwithstanding the foregoing, a Party's liability, property and vehicle insurance policies shall each have minimum coverage limits of one million dollars (\$1,000,000) per occurrence. If an aggregate limit applies,

not less than three million dollars (\$3,000,000) shall apply specifically to this Agreement. Each such liability, property and vehicle insurance policy shall name the other Party, by endorsement, as an additional insured, and shall include a waiver of any rights the insurer(s) may have to subrogation against the other Party. Each such policy shall provide, without limitation, for severability of interests (separation of insureds).

(c) **Certificates of Insurance.** Within twenty days of the Effective Date, each Party shall provide to the other copies of certificate(s) evidencing that the insurance policies required pursuant to this Section are in full force and effect (each a "Certificate of Insurance"). Each Certificate of Insurance shall include the additional-insured endorsements required pursuant to this Section. The Certificates of Insurance shall require that the insurer provide written notice to each Party not later than thirty (30) days prior to cancellation, termination, reduction in coverage or expiration without renewal of such insurance policies, except in the case of cancellation for non-payment of premium, in which case the insurer shall provide written notice not less than ten days prior to cancellation. Language to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable. Not less than thirty (30) days prior to the expiration of any insurance policy required pursuant to this Section, the Party maintaining such insurance shall provide to the other Party a copy of the Certificate of Insurance for the renewal of the policy.

(d) **Release of Claims.** Upon receipt by a Party of insurance proceeds attributable to any claim or liability arising from use of its Property by a Using Party, the Party shall be deemed to have released the Using Party from such claim or liability, but only to the extent that such claim or liability is satisfied or paid by the net amount remaining after deducting the Party's reasonable costs of obtaining such proceeds. The provision of insurance is not intended to act as a limitation of liability of Using Party.

Section 5. Term and Termination. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated, shall expire five (5) years thereafter. The Parties may agree to extend the term of this Agreement. This Agreement may be terminated by either Party, effective ninety days after written notice thereof to the other Party.

Section 6. Incorporation of Recitals. The Recitals set forth above herein are hereby incorporated as operative and effective provisions of this Agreement.

Section 7. Interpretation Guides. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

Section 8. Amendments Must Be In Writing. This Agreement may not be modified, including to extend the term hereof, except by a writing duly approved and executed by both

Parties.

Section 9. No Other Representations. Each Party acknowledges that neither the other Party nor its agents nor attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement and acknowledge that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

Section 10. Governing Law and Venue. This Agreement and all rights and obligations arising from it shall be construed in accordance with the laws of the State of California. Any arbitration, litigation or other proceeding related to or arising from this Agreement shall be initiated and conducted only in the County of Los Angeles, unless a court of competent jurisdiction determines that a change of venue is required in the interests of justice and/or fairness.

Section 11. Disputes To Be Arbitrated. The Parties desire to resolve as quickly as possible any disputes as to the meaning of any portion of this Agreement, the validity of any determination or calculation, or the rights or obligations of the Parties pursuant hereto. Therefore, any such disputes shall be resolved by binding arbitration conducted by a retired judge of the Superior Court of and for the County of Los Angeles selected by the Parties. If the Parties are unable to agree on the choice of arbitrator within thirty (30) days of a Party's request for arbitration, the Parties shall request that the presiding judge of the Superior Court of and for the County of Los Angeles designate an arbitrator to hear and rule on the dispute. The arbitrator shall comply with all applicable substantive and procedural statutory, regulatory and decisional law, and any failure to so comply shall be grounds for vacation of the arbitrator's ruling. Each Party shall pay one-half the cost of the arbitration and each shall be responsible for its own attorneys' fees and costs as to any such arbitration.

Section 12. Counterparts. This Agreement may be signed in one or more counterparts, which, taken together, shall constitute one and the same original document.

Section 13. Due Authority of Signatories. Each individual signing this Agreement represents and warrants that he or she has been duly authorized by the Party he or she represents to execute this Agreement and thereby bind such Party to the provisions herein.

In Witness Whereof, the undersigned execute this Agreement on behalf of the Parties.

***William S. Hart Union High School
District***

By: _____

Date: 05 September 2018

Print Name: Ralph A. Peschek

Print Title: Chief Financial Officer

***Santa Clarita Community College
District***

By: _____

Date: _____

Print Name: Sharlene L. Coleal

Print Title: Asst. Sup./VP, Business Services

Approved as to Form:

By: _____

Approved as to Form:

By: _____

EXHIBIT A

SANTA CLARITA COMMUNITY COLLEGE DISTRICT CIVIC CENTER FACILITIES USAGE FEES (PER HOUR)

Facility	Direct Cost User Rate	Fair Rental User Rate	Comments
General Classroom (excludes University Center)	25.00	50.00	2-hour minimum (excludes labs)
Lecture Halls (excludes University Center)	75.00	150.00	
Cafeteria (Student Center)	60.00	120.00	Capacity 483 (777 for assembly)
Private Dining Rooms (Student Center)	15.00	30.00	4-hour minimum
Gym PE West	125.00	250.00	4-hour minimum
Gym PE East	50.00	100.00	4-hour minimum
Locker Rooms	75.00	100.00	
Swimming Pool PE West	100.00	200.00	4-hour minimum*
Cougar Football Stadium - Day	175.00	negotiated	4-hour minimum
Cougar Football Stadium - Night	225.00	negotiated	4-hour minimum
Cougar Stadium Track - Day	100.00	negotiated	4-hour minimum
Cougar Stadium Track - Night	150.00	negotiated	4-hour minimum
Soccer Field - Day	175.00	negotiated	4-hour minimum
Soccer Field - Night	225.00	negotiated	4-hour minimum
Practice Field	60.00	120.00	
Baseball Field Practice	60.00	120.00	
Baseball Field Game	75.00	150.00	
Softball Field Practice	60.00	120.00	
Softball Field Game	75.00	150.00	
Tennis Courts	20.00	40.00	
Parking Lots	2.00	4.00	per space
Cougar Den	negotiated	negotiated	

On-site filming to be negotiated on an event basis. A 10% surcharge will be assessed to each request for facilities maintenance reserves. Staffing rates vary. Charges for additional equipment, supplies and personnel

*Swimming Pool: Locker room usage included in fee; user must provide life guard.

Rates effective September 2016.

WM. S. HART UNION HIGH SCHOOL DISTRICT

CIVIC CENTER FACILITIES USE RATES

William S. Hart Union High School District
Facility Use Fee Schedule

<i>Facility</i>	<i>Cost of Use Fee</i>	<i>Commercial Fee</i>
Classroom/Choir	\$ 12.94	\$ 25.88
MPR/Cafeteria	\$ 43.13	\$ 86.25
Gym (Main)	\$ 43.13	\$ 86.25
Gym (Aux)	\$ 28.75	\$ 57.50
Staff Room	\$ 14.38	\$ 28.75
Library	\$ 20.13	\$ 40.25
Amphitheater	\$ 28.75	\$ 57.50
Quad	\$ 28.75	\$ 57.50
Football Field (Day)	\$ 57.50	\$ 115.00
Football Field (Night)	\$ 71.88	\$ 143.75
Canyon Lecture Hall	\$ 37.50	\$ 75.00
Baseball Field	\$ 21.56	\$ 43.13
Softball Field	\$ 17.25	\$ 34.50
Outside Basketball Court	\$ 7.19	\$ 14.38
Soccer Field	\$ 14.38	\$ 28.75
Tennis Court	\$ 7.19	\$ 14.38
Track	\$ 43.13	\$ 86.25
Parking Lot	\$ 57.50	\$ 115.00
Hart/GVWR Auditorium		
Performances	\$ 180.00	\$ 360.00
Rehearsals	\$ 71.50	\$ 136.50
Valencia Auditorium		
Performances	\$ 112.50	\$ 225.00
Rehearsals	\$ 47.13	\$ 87.75
Adopted: May 16, 2018		