

**RECIPROCAL USE LICENSE AGREEMENT
BETWEEN THE CITY OF SANTA CLARITA AND
THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**

This Reciprocal Use License Agreement (“Agreement”) is entered into as of this _____ day of _____ 2022 (the “Effective Date”), by and between the CITY OF SANTA CLARITA, a municipal corporation (“CITY”), and the William S. Hart Union High School District (“DISTRICT”). CITY and DISTRICT may hereinafter be referred to individually as “Party” and collectively as “Parties.”

1. RECITALS. This Agreement is made and entered into with respect to the following facts:

- A. The CITY currently owns The Cube – Ice and Entertainment Center located at 27745 Smyth Drive, Santa Clarita, CA 91355 (“The Cube”) on which is constructed an ice rink recreational facility.
- B. The William S. Hart Union High School District is located at 21380 Centre Pointe Parkway, Santa Clarita, CA 91350 (District).
- C. Valencia High School is a public secondary school located at 27801 North Dickason Drive, Santa Clarita, CA 91355 (“VHS”) and a member of the DISTRICT.
- D. The Parties each desire to have the right, on the terms and conditions contained in this Agreement, to access and use the other Party’s parking facilities for overflow parking purposes.

2. MUTUAL LICENSE TO USE PARKING FACILITIES.

- A. On the terms and conditions set forth in this Agreement, CITY grants to DISTRICT a revocable license for the use by students and staff of VHS-of not to exceed eighty-five (85) automobile parking spaces at the CITY’s parking facilities at The Cube. In that connection, DISTRICT agrees:
 - a. Use of the permitted eighty-five (85) parking spaces at The Cube is to be for student and staff overflow parking use only. This shall be defined as extra parking slots in specified spaces at The Cube when the VHS parking lot is full. Specified parking spaces have been marked with a yellow painted curb at the front of each space. Changes to markings or allotted spaces must be reviewed and approved by CITY prior to commencement of use of the permitted parking spaces. Review and approval of this plan is at CITY’s sole discretion.
 - b. Without the prior consent of CITY, parking spaces at The Cube are not to be utilized for any purposes other than overflow parking, nor are they to be used outside of school hours (weekdays, 7:00 a.m. to 3:30 p.m.). Without limiting the foregoing, the permitted parking spaces are not to be used for student drop off and pick up by

parents, guardians, or contracted means of student transportation, waiting areas for parents and/or guardians before, during, or after school or extracurricular events, and loitering of students before and after school.

- c. VHS will advise CITY by July 1 each year regarding its planned parking usage during the upcoming school year. VHS will relay planned parking information anticipated to take place such that CITY may endeavor not to otherwise plan use of The Cube in a manner that will conflict with the use anticipated by VHS; provided, however, that CITY makes no representation or warranty that its use of The Cube will not interfere with the parking rights granted to DISTRICT and VHS under this License Agreement.
 - d. Promptly on demand, to reimburse CITY for the reasonable cost to repair any damage to The Cube or the parking areas at The Cube caused by the activities of VHS or its students and staff in utilizing the permitted parking spaces.
- B. On the terms and conditions set forth in this Agreement, DISTRICT grants to CITY a revocable license for the use by patrons of The Cube available automobile parking spaces at one of VHS's parking facilities. In that connection, CITY agrees:
- a. Use of available parking spaces at VHS for The Cube patron overflow parking is only permitted on weekends (Saturdays and Sundays) and during after school hours (weekdays, after 4:00 p.m.) and when The Cube lot is full. The VHS parking lot will be unavailable for use by The Cube's patrons when there is a major school event taking place at VHS in the evening. VHS will advise CITY regarding these events by July 1 each year. Parking spaces at VHS are not to be utilized by patrons of The Cube during school hours (weekdays, 7:00 a.m. to 3:30 p.m.) without prior consent of the DISTRICT. The identified VHS parking lot is the Student/Staff Parking Lot located at the corner of Smyth Drive and Dickason Drive.
 - b. The CITY will advise DISTRICT by July 1 each year regarding its planned parking usage during the upcoming school year. The CITY will relay planned parking information anticipated to take place such that VHS may endeavor not to otherwise plan use of the Student/Staff Parking Lot in a manner that will conflict with the use anticipated by the CITY; provided, however, that DISTRICT makes no representation or warranty that its use of the Student/Staff Parking Lot will not interfere with the parking rights granted to the CITY under this License Agreement.
 - c. Promptly on demand, to reimburse the District for the reasonable cost to repair any damage to VHS or the parking areas at VHS caused by the activities of The Cube or its patrons in utilizing the permitted parking spaces.

3. CERTAIN LIMITATIONS. Each party further agrees:

- A. Parking spaces under this Agreement are to be used for the parking of regular sized passenger vehicles, such as motorcycles, cars, passenger vans, SUV's, and pickup trucks,

and are not to be used for the parking of oversized or commercial vehicles, such as commercial or delivery type trucks, busses, motorhomes, camper trailers, or vehicles exceeding twenty (20) feet in length.

- B. CITY will have no responsibility for providing security with respect to student and staff vehicles parked at The Cube's parking lot pursuant to this Agreement, nor any liability for loss or damage to such vehicles, and parking by students and staff of their vehicles at The Cube parking lot will be at the sole risk of those students and staff. DISTRICT will have no responsibility for providing security with respect to vehicles of patrons of The Cube parked at the VHS parking lot pursuant to this Agreement, nor any liability for loss or damage to such vehicles, and parking by patrons of The Cube of their vehicles at the VHS parking lot will be at the sole risk of those patrons.
4. **TERM.** The term of this Agreement shall begin on the Effective Date specified above, and will continue for a term of one year, with automatic renewals until terminated. This agreement will be evaluated by both Parties annually on July 1 to determine needs for the upcoming year. It is agreed that either Party shall have the right, with or without cause, to cancel and terminate this Agreement upon thirty (30) days written notice.
 5. **TERMINATION.** This Agreement may be terminated by either Party (a) at any time upon thirty (30) days prior written notice, or (b) immediately upon written notice in the event of an emergency or the CITY's or DISTRICT's or VHS's need for sole possession of their respective properties.
 6. **RELOCATION BENEFITS.** DISTRICT acknowledges that it has been informed that CITY is a public entity and that Property was previously acquired by CITY for a public purpose. DISTRICT further acknowledges that any rights acquired under this License arose after the date of acquisition of Property and that said rights are subject to termination when Property is needed by CITY. DISTRICT hereby acknowledges that at the time of said termination of this License by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under state or federal law. In the same fashion, CITY agrees that it shall not be entitled to any relocation assistance or benefits at the time of termination of this License by DISTRICT.
 7. **ALTERATIONS.** Parties will not make, or cause to be made, any alterations to the other Party's property, or any part thereof, without the other Party's prior written consent, which consent the other Party is under no obligation to give.
 8. **SIGNS.** The Parties will not place any sign upon the other Party's property without the prior written consent of the other Party, which consent the other Party is under no obligation to give. Requesting Party will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.
 9. **ASSIGNMENT.** Neither Party is permitted to assign or sublicense, either in whole or in part, this Agreement or any interest or right in it.

10. INDEMNIFICATION.

- A. DISTRICT agrees to indemnify and hold CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the performance of this Agreement by DISTRICT and the use by VHS students and staff of The Cube parking as permitted by this Agreement. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by DISTRICT of this Agreement or the use by VHS students and staff of The Cube parking as permitted by this Agreement, DISTRICT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise.
- B. Likewise, CITY agrees to indemnify and hold DISTRICT harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the performance of this Agreement by CITY and the use by patrons of The Cube of parking at the School as permitted by this Agreement. Should DISTRICT be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by CITY of this Agreement or the use by patrons of The Cube of parking at the School as permitted by this Agreement, CITY will defend DISTRICT (at DISTRICT's request and with counsel satisfactory to DISTRICT) and will indemnify DISTRICT for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise.

11. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, both Parties will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability	\$1,000,000.00
Workers compensation	Statutory limits

Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage.

a. **Responsibility of DISTRICT:**

- i. Liability policies must be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to CITY except for nonpayment of

premiums which may be cancelable upon ten (10) day notice. Such insurance is to insure the indemnity obligations of DISTRICT under this Agreement, but the limits of such insurance will not limit the indemnity obligations of DISTRICT under this Agreement.

- ii. DISTRICT will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this License and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company rating equivalent to at least a rating of "A:VII." If a rating from A.M. Best Company is not available, and an equivalent rating is instead submitted, it will be subject to the CITY's Risk Manager's approval. Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. DISTRICT will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- iii. Should DISTRICT fail to meet any of the insurance requirements under this agreement, CITY may cancel the Agreement immediately with no penalty.
- iv. Should DISTRICT's insurance required by this Agreement be cancelled at any point prior to expiration of the policy, DISTRICT must notify CITY within twenty-four (24) hours of receipt of notice of cancellation. Furthermore, DISTRICT must obtain replacement coverage that meets all contractual requirements within ten (10) days of the prior insurer's issuance of notice of cancellation. DISTRICT must ensure that there is no lapse in coverage.

b. Responsibility of CITY:

- i. Liability policies must be endorsed to name DISTRICT, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by DISTRICT will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to DISTRICT except for nonpayment of premiums which may be cancelable upon ten (10) day notice. Such insurance is to insure the indemnity obligations of CITY under this Agreement, but the limits of such insurance will not limit the indemnity obligations of CITY under this Agreement.
- ii. CITY will furnish to DISTRICT duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this License and such other evidence of insurance or copies of policies as may be reasonably required by DISTRICT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a

Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CITY will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- iii. Should CITY fail to meet any of the insurance requirements under this agreement, DISTRICT may cancel the Agreement immediately with no penalty.
- iv. Should CITY’s insurance required by this Agreement be cancelled at any point prior to expiration of the policy, CITY must notify DISTRICT within twenty-four (24) hours of receipt of notice of cancellation. Furthermore, CITY must obtain replacement coverage that meets all contractual requirements within ten (10) days of the prior insurer’s issuance of notice of cancellation. CITY must ensure that there is no lapse in coverage.

B. It is permissible for each Party to maintain the insurance required under this Agreement pursuant to a plan of self-insurance or by means of a joint powers insurance authority provided that the policy requirements specified in this Agreement are complied with.

- 12. **WAIVER OF BREACH.** Any express or implied waiver of a breach of any term of this Agreement will not constitute a waiver of any further breach of the same or other term of this Agreement.
- 13. **REVOCABLE LICENSE ONLY.** This Agreement does not convey any property interest to either Party in the other Party’s property, and is only a revocable license in favor of each Party to use the other Party’s property as provided in this Agreement.
- 14. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, five (5) business days after deposit in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

DISTRICT: THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
ATTN: Collyn Nielsen, Chief Administrative Officer
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

CITY: City of Santa Clarita
ATTN: Kenneth W. Striplin, City Manager
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

15. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California.
16. **PARTIAL INVALIDITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement will remain in effect, unimpaired by the holding.
17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements between the Parties respecting its subject matter.
18. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.
19. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may only be modified by written agreement executed by the Parties. CITY's City Manager, or designee, may execute any such amendment on behalf of CITY.
20. **CONFLICT OF INTEREST.** DISTRICT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.
21. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.
22. **ELECTRONIC TRANSMISSION OF CONTRACT AND SIGNATURE.** The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

FOR THE WILLIAM S. HART UNION HIGH SCHOOL

By: _____

Collyn Nielsen, Chief Administrative Officer

FOR CITY OF SANTA CLARITA:

By: _____
Kenneth W. Striplin, City Manager

APPROVED AS TO FORM:

By: _____
Joseph M. Montes, City Attorney