

**AGREEMENT BETWEEN
CITY OF CLEARLAKE
AND
KONOCTI UNIFIED SCHOOL DISTRICT
FOR JOINT USE OF CITY PROPERTY FOR
COMMUNITY RECREATIONAL/SCHOOL USES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between City of Clearlake, a California municipal corporation (hereinafter referred to as “CITY”) and Konocti Unified School District, a public school district organized and operating pursuant to the California Education Code (hereinafter referred to as “DISTRICT”).

RECITALS

A. CITY and DISTRICT are authorized by Part 7, Chapter 10 of the Education Code, commencing with Section 10900 to cooperate and enter into Joint Use Agreements to organize, promote and conduct programs of community recreation, establish systems of playgrounds and recreation; and acquire, construct, improve, maintain and operate recreation centers.

B. CITY has property known as the Clearlake Youth Center currently used as a city recreational facility and available for joint use to enhance use of the facility and maximum taxpayer dollars.

C. The parties have determined that it is in the public interest to provide for the joint use of the facility by the general public for recreational purposes and school students and staff to provide for additional school facilities, childcare programs and community program enhancement.

AGREEMENT

It is hereby agreed by and between the parties hereto as follows:

1. **USE OF CLEARLAKE YOUTH CENTER:** City agrees to provide that facility and property thereof commonly known as Clearlake Youth Center to DISTRICT for use as additional school facilities, childcare programs and such other related school/community recreational uses as may be determined.

2. **DEVELOPMENT OF PLANS AND CONSTRUCTION STANDARDS:** District will jointly develop the necessary plans and specifications for improvements to the property meeting city construction standards and any other applicable legal requirements.

3. **SPECIFIC PUBLIC RECREATIONAL USE:** The parties agree that said recreational facilities shall continue to be available for use by the City under the following terms and conditions:

- a. City and District shall work cooperatively to develop a schedule of regular and/or special school use for the facilities, under which the school may have the non-exclusive right to use the facilities during the regular school term and during

summer school and/or special sessions when the facilities are needed for school-related purposes.

- b. City may authorize use of facilities by City-approved eventholders for community events when not in use by District.
4. MAINTENANCE: DISTRICT and CITY shall develop a work plan to provide necessary maintenance and repair to facility during the term of this Agreement. As of the date of this Agreement, said repairs include but are not limited to:
- a. Rear exterior wall siding
 - b. Exterior fencing of entire perimeter
 - c. Construction of wall inside north auxiliary room
 - d. Removal of mirrors from north auxiliary room
 - e. Replacing of ceiling tiles
 - f. Demolition of pony wall in main room
 - g. Construction of exterior walkway to north auxiliary room
 - h. Demolition/removal of exterior planter boxes
 - i. Replacement of north auxiliary room exterior door with panic hardware door
5. OWNERSHIP OF FACILITIES: Ownership of Clearlake Youth Center shall remain with CITY.
6. ENVIRONMENTAL REVIEW: Prior to either party constructing its respective projects (i.e. basketball court area and parking lot) each shall determine whether there is any environmental review required and if so, each of its own accord shall prepare appropriate environmental review of the project acting as lead agency and the other as responsible agency. Each party shall provide the environmental analysis to the other for review.
9. TERM: This agreement shall remain in full and effect until such time as either CITY OR DISTRICT provides notice to the other party of intent to terminate as set forth below.
10. TERMINATION OR MODIFICATION: This Agreement is revocable only by mutual consent or on written notice given by one party to the other party at a minimum of one year prior to the proposed termination date. Parties agree to review AGREEMENT every ten years from date first stated above to discuss any proposed modifications. Any modifications to AGREEMENT shall be in writing signed by both parties and shall not become effective until both party's governing body have reviewed and approved them as an addendum to this AGREEMENT.
11. NOTICES: All notices, demands, requests, approvals, authorizations or designations by either DISTRICT or CITY to the other shall be in writing and shall be given and served upon the other party, or may be deposited in the United States Mail, postage prepaid, addressed as follows:

City of Clearlake
City Manager

Konocti Unified School District
Superintendent

14050 Olympic Drive
Clearlake, CA 95422

P.O. Box 5000, 9430 Lake Street
Lower Lake, CA 95457

12. **MUTUAL CROSS-INSURANCE:** CITY and DISTRICT shall provide liability insurance coverage for the recreational facilities in the same amount and type of coverage as each provides for its other facilities. Each insurance policy shall name the other party as additional insured as respects to the facilities which are the subject of this Agreement. Either party may fulfill its obligation under this paragraph by participation in a joint powers authority which provides primary self-insurance for the public entities which are members of the authority.
13. **MUTUAL CROSS-INDEMNITY:** CITY agrees to save harmless and to indemnify DISTRICT from every claim or demand of any kind or nature whatsoever which may be made by any person resulting from the action or inaction of CITY, its officers, agents or employees; and DISTRICT agrees to save harmless and to indemnify CITY from every claim or demand of any kind or nature whatsoever which may be made by any person resulting from the action or inaction of DISTRICT or its officers, agents or employees.
14. **BINDING ON SUCCESSORS:** This Agreement shall inure to the benefit of and bind the parties hereto, and their successors or assigns, including any and all public agencies to which the real property and facilities herein referred to may be transferred by reason of incorporation, disincorporation, annexation, consolidation or for any other reason

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of the persons duly authorized by the governing body of the parties hereto on the date first hereinabove written.

CITY OF CLEARLAKE

KONOCTI UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

Approved as to form:

Approved as to form:

City Attorney

District Legal Counsel