

**JOINT USE AGREEMENT BETWEEN  
SIERRA JOINT COMMUNITY COLLEGE DISTRICT  
AND CITY OF GRASS VALLEY**

Relating to Sierra College Rotary Fields

THIS JOINT USE AGREEMENT (the "Agreement") is made and entered into as of February 13, 2024 (the "Commencement Date"), by and between SIERRA JOINT COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California (the "District"), and the CITY OF GRASS VALLEY, a municipal corporation (the "City"), for a certain recreational area known as the Sierra College Rotary Fields, 250 Sierra College Dr., Grass Valley, CA 95945, (the "Premises") in Grass Valley, California. District and City are collectively referred to as the "Parties" or individually as "Party."

**RECITALS**

- A. Pursuant to Education Code section 70902, the board of trustees of a community college district may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which school districts are established.
- B. California Education Code section 81420 et. seq. authorizes cities and community college districts to enter into agreements for the joint use of District real property and buildings.
- C. District has determined the City's use of the Premises as set forth in this Agreement will not interfere with the educational program or activities of the District that may be conducted on the Premises.
- D. City has an objective of using and upgrading the facilities on the identified Premises for recreational use, which objectives are the intended purpose of this Agreement.
- E. Expanded community use of the Premises will maximize utilization of District property and improve opportunities for public and community recreational activity in the City and among its various constituents.

**1. GRANT OF LICENSE.**

In consideration of the City's contributions as set forth below, District hereby grants the City a non-exclusive no-fee license (the "License") to use the Premises, as identified in the attached exhibits, for community activities. The License is limited to use of athletic fields and associated facilities as identified in Exhibit A and attached hereto, which may be amended by written mutual consent of both parties.

The Premises are currently maintained and used by the District to provide recreational areas for the District. By this Agreement it is the intention of the parties to allow use of the Premises by City and the public for recreational purposes at times when the District is not using the Premises, and to share the costs and responsibilities for the improvement and maintenance of the Premises as outlined in this document.

## **2. TERM & TERMINATION:**

- a. Term. The term of this Agreement ("Term") shall be for a period of twenty (20) years, commencing on September 1, 2024 (the "Effective Date"), and ending on April 30, 2044 (the "Initial Term") This Agreement shall automatically renew for a maximum of two (2) additional ten (10) year terms with the same terms and conditions as are contained herein unless otherwise terminated in accordance with the provisions of this Section.
- b. Termination. The City may terminate the Agreement, in its sole and absolute discretion, at any time during the Term of this Agreement (including extensions) by providing written notice to the District specifying an effective termination date at least one hundred eighty (180) days from the date of notice.

The District may terminate the Agreement, in its sole and absolute discretion, at any time during the Term of this Agreement (including extensions) by providing written notice to the City specifying an effective termination date at least one hundred eighty (180) days from the date of notice.

## **3. RENT.**

In consideration of City's use of the Premises, City agrees to construct the improvements as set forth in Section 5 and maintain the Premises, as set forth in Section 7, of this Agreement.

## **4. CITY USE.**

The City, for itself and on behalf of the public, shall have the right to occupy and use the premises as set forth during days and hours as mutually agreed upon by City and District.

## **5. CITY OBLIGATIONS**

City shall be solely and exclusively responsible for the following improvements (the "Improvements"):

City shall construct all Improvements set forth below no later than two (2) years after this Agreement becomes effective. City agrees to provide services to complete the design, obtain all necessary plan approvals, construct the facility per the Division of State Architect (DSA) approved plan set, complete the appropriate commissioning, and obtain DSA certification. City will coordinate with and receive final acceptance from District architectural representative. The District shall retain title to all Improvements. City shall be solely and exclusively responsible for the following Improvements:

- (i) Replacing natural grass athletic fields with complete artificial turf system included expanded graded areas to allow for two full size soccer/lacrosse fields and one regulation-size baseball field;
- (ii) Improving the parking lot layout by completing asphalt concrete paving and striping and installing accessible parking spaces;
- (iii) If the City chooses to do so, adding additional parking areas along the field perimeter;

- (iv) Installing an accessible prefabricated restroom building
- (v) New utility service connections to City sanitary sewer system, Nevada Irrigation District water system and as necessary Pacific Gas & Electric electric system;
- (vi) Constructing accessible sidewalks to connect the facilities depicted on Exhibit A to each other and to public sidewalks serving the Premises;
- (vii) Installing perimeter field fencing as necessary to separate playing areas;
- (viii) Realigning outer fencing to accommodate expansion of Premises;
- (ix) Installing field lighting if requested by the City and pre-approved by District in writing.
- (x) Installing a network interface device (NID) as necessary for control of City's new irrigation system;
- (xi) All use of facility, scheduling, gate unlock/locks, and general security of the facility;
- (xii) Improving drainage from turf field and newly installed paved parking areas within the area of lease (see Exhibit A-Lease area) and connecting to the existing Sierra College drainage ditch;
- (xiii) City shall not allow advertising signs to be hung from fences or field barriers for any reason, to maintain the open space feel of the campus. All signage installed on or at field and buildings must be pre-approved by District in writing.

## **6. DISTRICT USE.**

During the term of this Agreement the District shall have first priority on use of the Premises between 7 am and 2:30 pm, Monday through Friday, for academic classes for the District, with at least 30 days' notice to the City, rent free. Any requests to use the fields after 2:30 PM Monday through Friday shall be at the approval of the City, and rent free to the District only. The District shall be responsible for any damage to the Premises and portable structures, apparatus or equipment thereon resulting from the District use of the Premises.

## **7. MAINTENANCE AND REPAIR.**

The City shall be solely responsible for the cost and expense of routine maintenance of the Premises. The District will conduct routine inspections of the Premises, as needed, and will notify the City regarding any discrepancies that need to be addressed, including but not limited to general grounds-keeping, cleanliness, facility repairs, and debris removal. Said discrepancies shall be mitigated within seven (7) calendar days of notification, unless the facilitate has been closed due to weather or other unforeseen issues then additional time shall be allotted to resolve the issue as agreed by both parties. Should said discrepancies not be mitigated within seven (7) calendar days, District staff will complete needed work and charge the City at an hourly employee (s) rate (fully encumbered) two (2) hours minimum. City shall also be responsible for all solid

waste and recycling removal for the Premises including the County solid waste annual assessment.

## **8. POSSESSORY INTEREST TAX.**

If the District creates a possessory interest subject to tax, the District will either pay the tax or require the holder of the possessory interest to pay the tax. If the City creates a possessory interest subject to tax, the City will pay the tax or require the holder of the possessory interest to pay the tax.

## **9. INSURANCE.**

### **a. Insurance.**

- (i) Public Liability and Property Damage. Both Parties agree to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance or pooled self-insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with their use of District property under this Agreement. Such insurance shall be in amounts not less than \$5,000,000 per occurrence; \$10,000,000 for general aggregate and \$2,000,000 for property damage.
- (ii) Automobile Liability. Each Party also agrees to maintain in full force and effect with regard to any owned vehicles which the respective Party brings onto the Property, including the District property, a suitable policy or policies of automobile liability insurance with a combined single limit of \$5,000,000 per accident throughout the duration of the Agreement.
- (iii) Workers' Compensation. Each Party shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.
- (iv) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both Parties hereto before cancellation or change in coverage, scope, or amount of any policy. Each Party, its directors, officers, agents, employees, and consultants, shall be designated as additional named insured on the other Party's policies.
- (v) Insurance Endorsements. Concurrent with the execution of the Agreement, each Party will provide the other Party with an endorsement(s) verifying such insurance and the terms described herein.
- (vi) Joint Powers Authority. These insurance requirements may be satisfied through a joint powers agency, or similar entity, formed for the purpose of providing pooled self-insurance to public entities.

## **10. ASSIGNMENT.**

The District and the City hereby agree that neither Party may assign this Agreement without the prior written consent of the other Party, which consent may be withheld by the other Party in its sole discretion.

## **11. NOTICES.**

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered by acknowledged email or other verified receipt electronic communications, or a nationally recognized overnight courier or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to District:                   SIERRA JOINT COMMUNITY COLLEGE DISTRICT  
Attn: VP, Administrative Services  
5100 Sierra College Drive  
Rocklin, CA 95977  
contracts@sierracollege.edu

If to City:                         THE CITY OF GRASS VALLEY  
Attn: City Engineer  
125 East Main Street  
Grass Valley, California 95945  
bjornj@cityofgrassvalley.com

Any Party may change its address for notice by written notice as provided in this paragraph and such change of address shall be effective seven days after the date notice of such change of address. Notice for purposes of this Agreement delivered by overnight courier shall be effective the next business day; notice delivered by first class mail shall be effective three days after mailing, and notice delivered by fax shall be effective on the date of delivery if delivered before 5:00 p.m. on a business day, at the recipient's location; otherwise, the next business day. Personal delivery shall be effective on delivery. Notice sent by email, on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

## **12. INDEMNIFICATION.**

- i. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, its board members, officers, agents, employees, volunteers, students and invitees ("District Parties"), the City shall indemnify, hold harmless, and defend the District Parties against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District Parties, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Premises, during the term of this Agreement, arising from, or in connection with

use or occupancy of the Premises by the general public, or from the City's, its agents, officers, employees, contractors, volunteers, guests or invitees ("City Parties") use of the Premises, or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the City or the general public in or about the Premises. The City's obligation to defend the District Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

- ii. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the City, its council members, officers, agents, employees, volunteers, students and invitees ("City Parties"), the District shall indemnify, hold harmless, and defend the City Parties against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the City Parties, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Premises, during the term of the Agreement, arising from, or in connection with, the District, its agents, officers, employees, contractors, volunteers, guests or invitees ("District Parties") use of the Premises, or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the District in or about the Premises during its use or occupancy of the Premises, as provided in this Agreement. The District's obligation to defend the City Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

### **13. ENVIRONMENTAL MATTERS.**

City shall not cause, permit or suffer any hazardous materials or substances (as such terms are defined under applicable laws) to be brought upon, kept, used, spilled or released in, on, under or about the Premises; provided that City may use such materials or substances in quantities and in a manner normally associated with its activities.

### **14. COMPLIANCE WITH LAW.**

Both Parties shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Premises. Both Parties shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses and approvals, from any local, state or federal agency necessary for the use of the Premises. Both Parties shall comply with requirements of state law regarding fingerprinting, background checks, and health screening, as applicable.

### **15. EMPLOYEES/INDEPENDENT CONTRACTORS.**

- i. For purposes of this Agreement, all persons employed by City in the performance of services and functions with respect to this Agreement shall be deemed employees of City and no City employee shall be considered as an employee

of the District under the jurisdiction of District, nor shall such City employees have any District status of any kind while an employee of the City.

ii. City shall have no authority to contract on behalf of District. It is expressly understood and agreed by both Parties hereto that City, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

iii. For purposes of this Agreement, all persons employed by District in the performance of services and functions with respect to this Agreement shall be deemed employees of District and no District employee shall be considered as an employee of the City under the jurisdiction of District, nor shall such District employees have any City pension, civil service, or other such status.

iv. District shall have no authority to contract on behalf of City. It is expressly understood and agreed by both parties hereto that District, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of City.

#### **16. AS-IS CONDITION.**

The District grants the license to the Premises in as-is condition and District makes no representation or warranty of any kind regarding the condition or character of the Premises.

#### **17. EARLY TERMINATION OF AGREEMENT.**

District acknowledges that City has agreed to invest approximately \$4,000,000 to improve the Premises in consideration of its ability to use the Premises for City-sponsored activities for the entire Initial Term of the Agreement. Accordingly, if District terminates this Agreement for any reason other than a material default by City of its obligations hereunder (after notice and a reasonable opportunity to cure), then District shall reimburse City on a pro rata basis for a portion of City's incurred costs to improve the Premises based upon the remaining Initial Term of the Agreement. For example, if City invests \$4,000,000 to improve the Premises, and District terminates this Agreement (for reasons other than City's default hereunder) on the 4th anniversary of the Effective Date, then District shall pay to City  $\$4,000,000 \times 16/20 = \$3,200,000$ .

#### **18. MISCELLANEOUS.**

- a. Attorney's Fees. In the event that, at any time after the date of this Agreement, either District or City shall institute any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the party not prevailing in such action or proceeding shall reimburse the prevailing party for reasonable attorneys' fees, costs and expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes: (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.
- b. Nonliability of Officials. Except as otherwise explicitly provided by law, no officer, member, employee, agent, or representative of either Party shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any

action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

- c. Board/Council Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Trustees duly passed and adopted. This Agreement is not valid or an enforceable obligation against the City until approved or ratified by motion of the City Council duly passed and adopted.
- d. Joint Venture; No Third-Party Beneficiaries. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other such agreement between the District and City. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- e. Entire Agreement. It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels all previous negotiations, arrangements, representations, agreements and understandings, if any, between District and City.
- f. No Modifications. No provision of this Agreement may be amended except by an agreement in writing signed by District and City.
- g. Severability. If any provision of this Agreement or the application of such provision to any person, entity or circumstance is found invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the other provisions of this Agreement and all other provisions of this Agreement shall be deemed valid and enforceable.
- h. Assigns. All rights and obligations of District and City under this Agreement shall extend to and bind the respective successors and assignees of the parties provided such succession or assignment is evidenced by a writing shared with the other party.
- i. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, County of Nevada.
- j. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts. Signatures may be given by electronic means, including an emailed pdf, with the same force as original, wet signatures.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have caused this Agreement to be executed as of the date first above written.

**DISTRICT:**

SIERRA JOINT COMMUNITY COLLEGE DISTRICT,  
a community college district duly organized and existing  
under the laws of the State of California

By: \_\_\_\_\_

Name: Erik Skinner

Title: VP- Administrative Services

APPROVED AS TO FORM:

\_\_\_\_\_  
District Attorney

**CITY:**

THE CITY OF GRASS VALLEY, a municipal corporation

By: \_\_\_\_\_

Name: Bjorn P. Jones

Title: City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# EXHIBIT "A"

