AGREEMENT BETWEEN THE CITY OF SAN LEANDRO AND THE SAN LEANDRO UNIFIED SCHOOL DISTRICT (SLUSD) FOR THE JOINT USE OF THE DISTRICT'S MADISON ELEMENTARY SCHOOLYARD

THIS AGREEMENT is made and entered into by and between the CITY OF SAN LEANDRO, a municipal corporation of the State of California, herein called "City," and the SAN LEANDRO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, herein called "District" (collectively, the "Parties").

WITNESSETH:

WHEREAS, Section 10900 et. seq. of the Education Code (the Community Recreation Act) authorizes cities and school districts to organize, promote and conduct programs of community recreation for the promotion and attainment of general educational and recreational objectives, and to construct, maintain and operate recreation centers, including playgrounds and outdoor playing fields; and

WHEREAS, Section 10910 of the Education Code provides that the governing body of any school district may use or grant the use of grounds of the school district to any other public authority for the purposes of such act, whenever such use does not interfere with school uses; and

WHEREAS, City and District desire to enter into contract for the use of such property by City for community recreation activities, and for use by District for education and recreation purposes pursuant to said Community Recreation Act, as the provisions thereof exist, or hereafter may be amended.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, and pursuant to the provisions of the Education Code hereinabove referred to, it is agreed as follows:

1. USE

a. To the extent permitted by law, the City shall be entitled to schedule use of the schoolyard located at Madison Elementary School (14751 Juniper Street, San Leandro, CA) for recreational purposes by the general public from 7:30 am to 6:00 pm during June 21-August 6, 2021. The District shall be entitled to exclusive use all other hours, except as otherwise agreed to by the City Manager and the Superintendent of the District.

2. OPERATION AND MAINTENANCE

a. The District shall maintain the schoolyard including cleaning, routine maintenance and all repairs. The City shall repair any damage to the schoolyard that is caused by participants or activities associated with City's use during the hours the City has exclusive use. Following the City's use of the schoolyard, the City shall leave the schoolyard in a clean and safe condition.

b. The City shall pay all claims or damage to property resulting from grossly negligent or grossly inadequate supervision of any activities conducted by the City at the school yard during hours the City has exclusive use, or by reason of failure to properly maintain the school yard in a safe condition during the City's exclusive use.

c. The District shall pay all claims or damage to property resulting from the negligent or inadequate supervision of all activities conducted by the District at the school yard.

d. The District shall inspect the school yard regularly and make repairs as needed.

e. The City shall be provided a key or keys for access to all exterior gates leading to and into the school yard. It is the responsibility of the City to secure the yard after each City use. Failure to do so shall result in the City compensating the District for security call outs. A minimum call out shall be two hours.

3. SPECIAL PROVISIONS

a. Insurance. The District and the City shall each maintain comprehensive General Liability insurance in the amount of Ten Million Dollars ($10,000,000) combined single limit naming each other as additional insureds, including each Party's respective elected and appointed officers, directors, agents, servants and employees against claims for bodily injury, and property damage arising from the District's or City's participation in the activities described herein. The form of such insurance shall be satisfactory to the District and the City and may include self-insurance at levels acceptable to both parties.

b. Indemnification. For this Agreement only, to the fullest extent permitted by law, the District agrees to hold harmless, indemnify, and defend with counsel reasonably acceptable to the City, the City and its elected and appointed officers, officials, employees, agents, contractors and consultants from and against any and all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property arising out of or connected to the District's responsibilities under this Agreement, except to the extent any such claims, loss, liability, damage, judgment, expense, or injuries is caused by the gross negligence or willful misconduct of the City.

c. Resolution of Disputes. Any dispute arising as to the use, operation, or maintenance of the school gymnasium shall be resolved by the City Manager and Superintendent of the District. In the event that the City Manager and the Superintendent are unsuccessful in resolving any dispute, the parties agree to submit the dispute first to mediation and, failing that, to binding arbitration.

d. Entire Agreement and Amendment. This Agreement supersedes all oral or written agreements concerning the subject matter herein, represents the entire agreement between the Parties and may not be amended without a writing signed by the Parties. An assignment of this Agreement by either Party shall automatically begin termination procedures pursuant to Section 5.B.

e. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of California.

4. TERM AND TERMINATION

a. This Agreement shall be in effect from June 1, 2021 until August 31, 2021.

b. B. This Agreement may only be terminated by joint agreement of the Parties. The District and the City may jointly agree to terminate this Agreement by delivery of written notice of election to terminate at least one (1) year in advance. Notices shall be served either by personal delivery or mail, as follows:

CITY:
City Manager
City of San Leandro
Civic Center
835 East 14th Street
San Leandro, CA 94577

DISTRICT:
Superintendent
San Leandro Unified
School District
835 East 14th Street, Suite 200
San Leandro, CA 94577

SIGNATURES ON FOLLOWING PAGE

WHEREFORE, the Parties hereto have executed this Agreement on the ___day of _____, 2021.

CITY OF SAN LEANDRO

By: _____
Fran Robustelli
City Manager

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____
Mike McLaughlin
Superintendent

APPROVED AS TO FORM:

By: _____

Richard D. Pio Roda
City Attorney

By: _____

Jeanette Dong
Recreation and Human Services Director

ATTEST:

By: _____
Leticia I. Miguel
City Clerk