

**JOINT-USE AGREEMENT**  
**Between**  
**SAN CARLOS SCHOOL DISTRICT**  
**And**  
**CITY OF SAN CARLOS**  
**FOR FACILITY USE AND ATHLETIC FIELD MAINTENANCE**

THIS JOINT-USE AGREEMENT ("Agreement") is made July 1, 2025 ("Effective Date"), by and between the SAN CARLOS SCHOOL DISTRICT, a California public school district ("District"), and CITY OF SAN CARLOS, a California municipal corporation ("City"), herein referred to individually as "Party", and collectively as the "Parties".

RECITALS

**WHEREAS**, District owns athletic fields and school facilities at the school sites known as Heather Elementary School, located at 2757 Melendy Drive; Tierra Linda Middle School, located at 750 Dartmouth Avenue; Central Middle School, located at 757 Cedar Street; and Arroyo School, located at 1710 Arroyo Avenue in San Carlos, California (each a "School Site" and collectively, the "School Sites");

**WHEREAS**, City owns athletic fields, tennis courts and facilities at the park sites known as Burton Park, located at 900 Chestnut Street; Highlands Park, located at 2600 Melendy Drive; Crestview Park, located at 1000 Crestview Drive; and Arguello Park, located at 260 Wellington Drive ("City Sites")

**WHEREAS**, City has been maintaining, managing, and jointly using the athletic fields and school facilities at the School Sites under an agreement between the Parties, dated July 1, 2024, and expiring on June 30, 2025;

**WHEREAS**, the School District has been jointly using the athletics fields and tennis courts at City Sites for the District's Middle School After School Sports program;

**WHEREAS**, City desires to continue to maintain, manage community use, and jointly use the athletic fields and facilities at the School Sites, as described in the attached Exhibit "A" ("**Shared Facility Use of School Sites and City Sites**"), when not in use by District, for the purpose of providing recreational programs to the community;

**WHEREAS**, pursuant to California Education Code, section 17527, *et seq.*, District is authorized to rent or lease its property via a joint use agreement "to make vacant classrooms or other space in operating school buildings available ... to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals ...";

**WHEREAS**, pursuant to section 17529 of the Education Code, District's Board of Education has determined that this Agreement and City's joint use of the athletic fields at the School Sites, as set forth herein, will not: (1) interfere with the educational programs or activities of District or any school or class conducted on the School Sites or in any building; (2) unduly disrupt the residents in the surrounding neighborhood; or (3) jeopardize the safety of the children at the School Sites; and

**WHEREAS**, City and District wish to collaborate to share facilities in order to enhance

and maximize the recreational opportunities for the San Carlos community;

**WHEREAS**, the Parties now desire to enter into this Agreement to set forth the terms and conditions governing City's continued maintenance, management, and joint use of District's athletic fields and school facilities at the School Sites, and District's use of City's athletic fields and tennis courts at City Sites.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, District and City agree as follows:

#### AGREEMENT

Section 1. Title to Sites. The Parties acknowledge that title to each of the School Sites, including the athletic fields, school facilities, and the improvements thereon, is held by District. The Parties acknowledge that the title to each of City Sites, including field and tennis courts, and the improvements thereon, is held by City.

Section 2. Term. The term of this Agreement shall commence on July 1, 2025, and shall remain in effect for five (5) years, if not sooner terminated pursuant to the terms of this Agreement, ending at 11:59 p.m. on June 30, 2030 ("Term").

Section 3. Renewal. This Agreement may be renewed for three (3) additional (5) year terms (each a "Renewed Term") upon the mutual written agreement of the Parties. If either Party wishes to renew this Agreement for a Renewed Term, it shall notify the other Party in writing at least ninety (90) days before the expiration of the Term or the then current Renewed Term. Prior to any Renewed Term, District's Board of Education ("Board") shall make the findings required by Education Code section 17529, and City Council shall adopt a resolution approving the Renewed Term.

Section 4. City's Use of District Facilities. During the Term and any Renewed Term of this Agreement, District will allow City to use the athletic fields and school facilities described in Exhibit "A," at the School Sites, during non-school hours and when not otherwise needed for District or a School Site use, subject to the terms and conditions set forth herein. City shall pay the District's direct cost of custodial and supplies resulting from City's use of the athletic fields and school facilities at the School Sites within thirty (30) days of receiving an itemized invoice from District. Use of athletic fields and other school facilities shall be for the sole purpose of conducting the youth sports and youth summer camp programs. City and third parties conducting the Programs may generally use the school sites beginning at 3:30 p.m. on school days (except for Central/Arroyo School Middle School, which use may begin at 4:00 p.m.) until sunset, and on Saturdays, Sundays, holidays observed by District or applicable School Site, and school breaks as scheduled by District or applicable School Site.

- A. Priority of Use. Except as may be otherwise provided for herein, the use of District's athletic fields and school facilities are subject to the following priority use: (i) District and the School Sites shall have exclusive control and use during all hours when school is in session and, when applicable, during school activities and events held after school or on weekends, including, without limitation, assemblies, school productions, school athletic or recreational events, or other school functions or affiliated events; (ii) City use outside of the times of District and School Site use for the Programs identified in Exhibit "A." When not in use by District, City may permit third parties who conduct the Programs to use the athletic fields and school facilities in conformance with the requirements of this Agreement.
- B. Scheduling Programs. City shall schedule, coordinate and communicate the use of

the athletic fields and school facilities for the Programs through District's designated representative who will maintain information in District's online reservation system subject to the terms and conditions of this Agreement and any scheduling deadlines that may be provided in writing by District to City's Parks and Recreation Department. The terms and conditions of this Agreement shall control, govern, and precede any inconsistent or conflicting terms and conditions that City may be required to agree to while scheduling the Programs through District's facility use online reservation system.

City shall submit to District the following documents from third-party users conducting the Programs in Exhibit "A" prior to their use of the athletic fields and school facilities:

1. Certificate of Liability insurance policy in the amount of the minimum limits required in this Agreement, naming District and City as additional insureds, and meeting the applicable insurance requirements set forth in this Agreement. City shall submit each Certificate of Liability for the Programs in Exhibit "A" to District prior to the Programs commencing its activities at any of the School Sites.
- C. Third-Party Use Fees. City may charge to collect from and retain fees from the third parties conducting the Programs in Exhibit "A" for their use of the athletic fields and school facilities provided, however, that the third-party fees shall be consistent with the fees outlined in City's Adopted Fee Schedule, adopted by the City Council, for City's management and scheduling of the third-party use. Fees representing a third party's share of City's direct cost to maintain the athletic fields and operate programs. Any City fees charged beyond these limitations are prohibited under this Agreement.
- D. Labor and Equipment. City shall pay for the cost of all labor, equipment, and supplies necessary to maintain, repair, replace and service the athletic fields.
- E. Advertising and Promotion. City shall adhere to District's Board policies and procedures currently in effect, and that may come into effect during the Term or any Renewed Term of this Agreement, that govern advertising and promotion, including, without limitation, banners on fences and the distribution of flyers at the athletic fields and school sites. Prior to the distribution, posting, or publishing of any promotional materials or advertisement on District property, City shall submit copies to District's Chief Financial Officer or designee for review and preapproval in accordance with the criteria set forth in District's Board policy.
- F. Crossing Guards. City shall provide District with crossing guards as part of the Safe Routes to School initiative, as further described in the attached Exhibit "C." City shall be responsible for the procurement and contracting for the crossing guard service, if applicable. City shall cover the cost for eleven (11) crossing guards at a not-to-exceed amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for the School Year/Fiscal Year 2025-26, with an annual increase not to exceed three percent (3%) CPI each year for the Term of the Agreement. District shall use its good faith efforts to allocate funding for one (1) additional crossing guard, for a total of twelve (12) crossing guards for the School Year/Fiscal Year 2025-26, conditioned on District's ability to secure funding, within the sole determination of District's Board. City shall designate one (1) staff member to meet with District's designated staff to review and provide input on City's Request for Proposals, proposals submitted in response, and selection of the crossing guard

service provider. City and District shall meet at least once per year to coordinate and discuss crossing guard services.

- G. Section 5. District's Use of City Facilities. During the Term and any Renewed Term of this Agreement, City will allow District to use City Sites described in Exhibit "A," with no fees due and payable to City, subject to the terms and conditions set forth herein. Use of City Sites shall be for the sole purpose of conducting after school youth sports programs and school related functions. District and third-parties conducting the programs may generally use City Sites during park hours.
- A. Priority of Use. City shall have priority of use of City Sites, consistent with City field use and facilities policies.
- B. Scheduling Programs. City shall schedule, coordinate and communicate the use of City Sites for District programs, subject to the terms and conditions of this Agreement and any scheduling deadlines that may be provided in writing by City to District. The terms and conditions of this Agreement shall control, govern, and precede any existing terms and conditions that District may be required to agree to while scheduling the Programs through the City, including its facility use online reservation system, and field and facilities use policies.
- C. Advertising and Promotion. District shall adhere to City's policies and procedures currently in effect, and that may come into effect during the Term or any Renewed Term of this Agreement, that govern advertising and promotion, including, without limitation, banners on fences and the distribution of flyers at City Sites. Prior to the distribution, posting, or publishing of any promotional materials or advertisement at City Sites, District shall submit copies to City's Parks and Recreation Director or designee for review and preapproval in accordance with the criteria set forth in City's applicable policy.

#### Section 6. City's Maintenance and Repair of District's Athletic Fields

- A. City shall maintain and repair the athletic fields, and related improvements thereto, located at the School Sites in good order and repair and in neat, clean sanitary and safe condition in compliance with all applicable laws. Maintenance of the athletic fields shall include, without limitation, irrigation, mowing, cutting and shall be in conformance with the agreed upon maintenance standards attached hereto as Exhibit "B". District will pay twenty percent (20%) of the City's monthly cost for the maintenance of the athletic fields in accordance with the fee schedule in Exhibit "B" within thirty (30) days of receiving an itemized invoice from City. Annual increases in the fees for maintenance of the athletic fields in Exhibit "B" shall not take effect before July 1 of each year during the Term of this Agreement, and fee increases shall not exceed five percent (5%), with the exception of the cost of materials, which shall remain at the flat rate of Nine Hundred and 00/100 Dollars (\$900.00) per month for the Term of this Agreement. City shall promptly, at City's own cost and expense, make all necessary repairs, reasonable wear and tear excepted. City shall keep and maintain all portions of the athletic fields in a clean and orderly condition, safe for athletic use, free of accumulation of dirt, rubbish and graffiti.
- B. On school days, City shall complete any maintenance and repairs of the athletic fields between the hours of 8:00 a.m.-1:30 p.m. and shall not disrupt school operations. City shall consult District in advance regarding any maintenance projects or activities that could potentially disrupt school operations at any of the

School Sites. City will develop a maintenance schedule no later than August 1 for each school year with a District representative to identify specific maintenance work days and times for each school site and will notify District of any scheduled changes.

- C. If following notice and the expiration of any applicable cure period, City fails to perform its obligations to maintain the athletic fields as required by this Agreement, District shall have the right, but not the obligation, to perform such work and City shall reimburse District for all reasonable expenditures District incurs in connection with such work. To remedy City's failure to perform its maintenance obligations under this section, District shall also have the right to close the athletic fields if they are in a condition that pose a danger to the health, safety or well-being of District's students and staff or threaten the condition of the athletic fields for future use. District's election to undertake such obligation shall not operate as a waiver of any other right or remedy District may have.

#### Section 7. Condition of School Sites and City Sites.

- A. City hereby acknowledges, understands, and agrees that the athletic fields and school facilities at the School Sites are made available to City on an "AS-IS", "WHERE-IS" and "WITH ANY AND ALL FAULTS" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District or its agents, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the operation of City's or any third-party recreational programs or activities, and City expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. City acknowledges that prior to using any of the athletic fields or school facilities at the School Sites, City shall inspect the athletic field or school facility to be used by City, including appurtenant facilities or grounds thereto, and by entry onto the School Sites pursuant to this Agreement, City stipulates and agrees that the School Sites and their athletic fields and school facilities are clean, safe, and in usable condition, that City is satisfied with the condition, suitability, and fitness thereof, and accepts the athletic fields, and other shared spaces and common areas at the School Sites as being in good and sanitary order, condition, and repair. District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the School Sites, including their athletic fields and school facilities for City's and third-party use permitted by City. City expressly waives any and all claims for defects on the School Sites, athletic fields, and school facilities including any latent defects therein.
- B. School District hereby acknowledges, understands, and agrees that the Fields and Courts at City Sites are made available to School District on an "AS-IS", "WHERE-IS" and "WITH ANY AND ALL FAULTS" basis, subject to any and all existing easements and encumbrances, without representation or warranty by City or its agents, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the operation of District's or any third-party recreational programs or activities, and School District expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. District acknowledges that prior to using any of the Fields or Courts or at City Sites, District shall inspect the Field and Courts to be used by District, including appurtenant

facilities or grounds thereto, and by entry onto City Sites pursuant to this Agreement, District stipulates and agrees that City Sites and their Fields and Courts are clean, safe, and in usable condition, that District is satisfied with the condition, suitability, and fitness thereof, and accepts the Fields and Courts, and other shared spaces and common areas at City Sites as being in good and sanitary order, condition, and repair. City shall not be required to make or construct any alterations including structural changes, additions, or improvements to City Sites, including their Fields and Courts for District's and third-party use permitted by District. District expressly waives any and all claims for defects on City Sites, Fields, and Courts, including any latent defects therein.

- C. Restoration of Areas of Use. Following City's use of any of the athletic fields and school facilities at the School Sites pursuant to this Agreement, City shall be responsible for reasonably restoring the athletic fields school facilities that were solely damaged by City's use, to a condition suitable for their intended use, reasonable wear and tear excepted. Following District's use of any of City Sites pursuant to this Agreement, District shall be responsible for reasonably restoring City facilities that were solely damaged by District's use, to a condition suitable for their intended use, reasonable wear and tear excepted.
- C. Damage to School Sites and City Sites. City and District shall each promptly report any damage or disrepair known to City or District and/or caused or discovered by the use of the other Party's facilities.

Section 8. City Improvements or Alterations. Except for the regular and routine maintenance of the athletic fields, City shall not construct or cause to be constructed on the School Sites any improvements or alterations of any kind without the prior written approval of District. District will indicate in its written approval whether such improvements or alterations to the athletic fields or other facilities will (a) become a part of District's real property, owned by District, and remain in place upon expiration or termination of this Agreement, or (b) otherwise remain the personal property of City, and shall be removed with the athletic fields or other facilities restored to their original condition upon expiration or termination of this Agreement, and in accordance with this Agreement. City shall, at its own expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, any necessary approvals from the Division of the State Architect ("DSA"), and any local authority including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies. All contractors and subcontractors of City, if any, shall be duly licensed and registered in the State of California. City shall be solely responsible for compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the construction or installation of any improvements at the School Sites that are performed by City or on City's behalf, including, without limitation, prevailing wage and bond requirements. District is in no manner responsible for damage or theft of City's equipment or other personal property. District shall not construct or cause to be constructed on City Sites any improvements or alterations of any kind without the prior written approval of City.

#### Section 9. Termination.

- A. Termination for Convenience.

1. District shall have the right to terminate this Agreement, without liability on the part of District except as otherwise provided herein, by giving City written notification at least one-hundred-and-twenty (120) days prior to the effective date of the termination.
2. City shall have the right to terminate this Agreement, without liability on the part of City except as otherwise provided herein, by giving District written notification at least one-hundred-and-twenty (120) days prior to the effective date of the termination.
3. Neither Party shall be required to provide just cause for termination for convenience in the written notification.

B. Termination for Cause. Either Party may terminate this Agreement immediately after the expiration of any applicable cure period for cause. Cause shall include, without limitation the following, and the Parties shall have the cure periods provided below:

1. A default or material violation of this Agreement by either Party if such violation shall continue for thirty (30) days after written notice is given by either Party to the other Party of such violation; or
2. If, in the reasonable judgment of District, City's acts or omissions: (i) interfere with the educational programs or activities of District or any school or class conducted on the School Sites or in any building; (ii) represent an immediate threat to the health, welfare or safety of District's students, staff, or the public; (iii) violate applicable laws, codes, rules, regulations, or ordinances; (iv) subject or expose District and/or its Board to liability to others for personal injury or property damage; or (v) unduly disrupt the residents in the surrounding neighborhood, then District shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at District's sole option, City cures such default within twenty-four (24) hours of notice of termination, or longer in District's sole discretion; or
3. City is adjudged bankrupt, City makes a general assignment for the benefit of creditors, or a receiver is appointed on account of City's insolvency.

Any termination under this Section shall not release City from the payment of any sum then due to District or from any claim for damages previously accrued or then accruing against City.

C. No Limitation of Rights. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District and/or City.

#### Section 10. Title to and Removal of City's Equipment.

Unless otherwise agreed to in writing by District, title to City's equipment, personal property, chattels, fixtures and/or improvements ("City's Equipment") brought on to the School Sites during City's use shall be held solely by City. All of City's Equipment shall remain the personal property of City and shall not be treated as real property or become a part of a School Site. Following use of any of the athletic fields or school facilities, City shall remove City's Equipment, at its sole expense. City shall repair any damage to the areas of use, caused by said removal and restore the area of use to reasonable condition, suitable for their intended use, reasonable wear and tear excepted.

In the event that City fails to timely remove City's Equipment from any School Site within thirty (30) days of the expiration or earlier termination of this Agreement, District, upon fifteen

(15) days written notice, may, without liability on the part of District to City or any person or entity claiming under City, either (1) accept ownership of City's Equipment with no cost to District, or (2) remove and/or dispose of City's Equipment at City's sole cost. In the event that District chooses to accept ownership of City's Equipment, City shall execute any necessary documents to effectuate the change in ownership of City's Equipment to District. In the event that District removes and/or disposes of City's Equipment, City shall pay all costs for the removal and/or disposal of City's Equipment within thirty (30) days of receipt of an invoice.

#### Section 11. Program Staffing and Background Verification.

City represents that it is duly authorized to administer and operate its Programs, and City shall be responsible to ensure third-party users are duly authorized to conduct their athletic or recreational activities at the athletic fields or school facilities at the School Sites. At District's request, City shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District, as applicable to City or any third-party users. City and third-party users shall be solely responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable State, local or other regulatory agencies related to the operation of its programs or otherwise connected to City's use of the School Site, including without limitation, use permits and compliance with the California Environmental Quality Act ("CEQA").

City shall be solely responsible for the administration and operation of the permissible uses and activities at the athletic fields and school facilities, including the hiring of all employees. City shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its employees, staff, agents, volunteers, consultants, and/or subcontractors who may provide services in conjunction with City's operation and administration of its activities on the School Sites. Prior to commencement of any use of a School Site for its Programs, City shall complete a Criminal Background Investigation/Fingerprinting Certification process and shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. City shall not allow any person for whom District has not received satisfactory written verification of compliance to enter a School Site for any purpose related to or arising out of this Agreement at any time that District pupils may be present or otherwise have contact with District pupils.

#### Section 12. Prohibited Uses and Restrictions.

- A. City shall include the following prohibited uses and restrictions in City's agreements with or use permits issued to any third-party users of the athletic fields and school facilities. City understands and agrees that the following uses and types of activities are prohibited on any School Site: (1) Any use or activity which involves the possession, serving, consumption, use, and/or sale of alcoholic beverages, illegal drugs, narcotics, intoxicants, marijuana or synthetic marijuana, tobacco products, including, without limitation, vaporized or e cigarettes, and/or other restricted substances; (2) Any use or activity which involves gambling and/or the conducting of games of chance; (3) Any use or activity which is inconsistent with the use of the School Sites for the Programs expressly stated herein, the use of the School Sites for school purposes, or which otherwise interferes with school or District activities or the regular conduct of schoolwork; (4) Any use or activity which is discriminatory against any group or individual protected under local, state, or federal antidiscrimination laws or District policy; (5) Any use or activity that includes fighting, quarrelling, abusive language, or noise which may be offensive to other uses, activities, or the neighborhood; (6) Any use or activity for the commission of any crime or any act prohibited by law or District policy, nor shall the School Sites



- be used for any unlawful purpose; (7) Any use or activity which is inimical or contrary to public morals, good manners, taste and/or welfare or which is morally objectionable as unsuitable for a public educational facility;
- (8) Any use or activity which would, in the sole discretion of District, unduly disrupt the residents in the surrounding neighborhood; (9) Any use or activity which would, in the sole discretion of District, injure or damage the School Sites, school facilities, grounds, equipment, or other school or District property; (10) Any use or activity which may cause an increase in the existing rate of insurance upon the School Sites or cause the cancellation of any insurance policy covering the School Sites; (11) No animals of any kind are allowed on the School Sites except for certified service animals or unless otherwise required by law; (12) Firearms, including pellet guns, BB guns, or sling shots, and other weapons or explosive devices are prohibited on any District property, including the School Sites; and (13) City shall not commit or suffer to be committed, any waste upon the School Sites, or place any harmful substances, whether solid, liquid or gaseous, in the plumbing, sewer, or storm water drainage systems of the School Sites.
- B. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the School Sites except in trash containers designated for that purpose. Additionally, City shall comply with all environmental and hazardous materials laws, and shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about any of the School Sites. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCBs, and any material or substance which is: (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30, et seq.; (ii) defined as "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq. As used herein, the term "hazardous materials law" means any statute, law, ordinance, or regulation of any governmental body or agency, including, without limitation, the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services, which regulates the use, storage, release, or disposal of any Hazardous Material.
- C. If parking on any of the School Sites, City and its contractors, subcontractors, participants, employees, agents, volunteers, licensees, and invitees must park in designated parking locations and drive on designated roadways. Under no circumstances shall City or its contractors, subcontractors, participants, employees, agents, volunteers, licensees, and invitees drive or park on lawns, fields, pedestrian pathways, corridors, tracks, landscaping, courtyards, sidewalks, or any other areas not intended for vehicles. Parking in designated fire lanes is prohibited. City shall be solely responsible for any and all property damage or other losses resulting from unauthorized use or parking of vehicles in prohibited areas on any of the School Sites by City or its contractors, subcontractors, participants, employees, agents, volunteers, licensees, or invitees. District shall have no responsibility for the safety of the vehicles or their contents parked at any of the School Sites, and City assumes the entire risk of loss and theft with respect to property placed at any of the School

Sites by City or on its behalf.

**Section 13. Hold Harmless/Indemnification.** To the fullest extent permitted by California law, City shall defend, indemnify, and hold harmless District, its Board and members of the Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, penalties, fines, liabilities, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, City's or any third party's use of or presence in, on, or about any of the School Sites, including the athletic fields and school facilities, or from any activity, work, or thing done, permitted, or suffered by City, its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, representatives, servants, concessionaires, invitees, or visitors in conjunction with the performance of this Agreement, including, but not limited to, personal or bodily injuries, illnesses, infectious diseases, or bacterial or viral infections, death, property damage, theft, or loss, or any non-compliance with any federal, state, or local laws, orders, regulations, or health and safety guidelines unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against District or the Indemnified Parties, City, upon notice from District, shall defend the same at City's expense.

To the fullest extent permitted by California law, District shall defend, indemnify, and hold harmless City, its City Council and members of the Council, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, penalties, fines, liabilities, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, District's or any third party's use of or presence in, on, or about any of City Sites, including the Tennis Courts and Athletic Fields, or from any activity, work, or thing done, permitted, or suffered by District, its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, representatives, servants, concessionaires, invitees, or visitors in conjunction with the performance of this Agreement, including, but not limited to, personal or bodily injuries, illnesses, infectious diseases, or bacterial or viral infections, death, property damage, theft, or loss, or any non-compliance with any federal, state, or local laws, orders, regulations, or health and safety guidelines unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against City or the Indemnified Parties, District, upon notice from City, shall defend the same at District's expense.

**Section 14. Insurance.**

- A. **Commercial General Liability Insurance.** City and District shall maintain and require third-party users to maintain in force, during the Term or any Renewed Term of this Agreement, a combined, single-limit liability commercial general insurance policy with a \$2 million per occurrence and \$4 million aggregate limit of liability for bodily injury and property damage, including products and completed operations, and personal and advertising injury. District, City, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at City's/District's or the third-party user's expense under such policy. Such policy shall provide for a thirty (30) day written notice to City/District of any cancellation or reduction of coverage. City and District agrees to provide an original certificate of insurance evidencing this coverage in a form satisfactory to City/District upon

execution of this Agreement, upon each policy renewal, and upon request of both City and District during the Term or any Renewed Term of this Agreement.

- B. Automobile Insurance. City and District shall maintain and require third-party users to maintain in force, during the Term or any Renewed Term of this Agreement, a comprehensive auto liability policy naming District, City, its Board, employees, and agents, at City's/District's or third-party user's expense, as additional insured under such policy. The policy shall provide for a thirty (30) day written notice to City/District of any cancellation or reduction of coverage. City/District agrees to provide an original certificate of insurance evidencing this coverage, including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, in a form satisfactory to both City and District upon execution of this Agreement, upon each policy renewal, and upon request of City/District during the Term or any Renewed Term of this Agreement.
- C. Workers' Compensation and Employer's Liability Insurance. During the Term or any Renewed Term of this Agreement, City/District and any third-party users shall comply with all provisions of law applicable to City/District and the third-party users with respect to obtaining and maintaining workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury, illness, or disease. Prior to commencement and any renewal of this Agreement and City's/District's or third party's use of any School Site, City/District shall provide, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to City/District.
- D. Sexual Molestation and Abuse Insurance. City/District shall maintain and require third-party users to maintain in force, during the Term or any Renewed Term of this Agreement, sexual molestation and abuse coverage with a \$3 million per occurrence, \$6 million aggregate limit of liability for City's/District's recreational activities and the Programs that involve contact with City's/District's students. District, City, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at City's/District's or the third-party user's expense under such policy. Such policy shall provide for a thirty (30) day written notice to City/District of any cancellation or reduction of coverage. City/District agrees to provide an original certificate of insurance evidencing this coverage in a form satisfactory to City/District upon execution of this Agreement, upon each policy renewal, and upon request of City/District during the Term or any Renewed Term of this Agreement.
- E. Property Insurance. City and District acknowledges and understands that the insurance to be maintained by both City and District on the School Sites will not insure any of City's/District's Equipment, property, improvements, or betterments made by City/District. Accordingly, City/District shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements and betterments made by City/District, and personal property in, about, or on the School Sites, as may be applicable. Said policy is to be for "All Risk" coverage insurance, at full replacement cost with no coinsurance penalty provision.
- F. Other. If City/District maintains broader coverage and/or higher limits than the

minimums shown above, City/District requires and shall be entitled to the broader coverage and/or the higher limits maintained by City/District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City/District. Each insurance policy required by this Agreement shall: (i) be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII; (ii) not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to City/District; and (iii) contain a clause waiving all rights of subrogation against District, City, its Board, members of the Board, and elective or appointive officers or employees, when acting within the scope of their employment or appointment. City/District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City/District has received a waiver of subrogation endorsement from the insurer. The Parties agree that any insurance maintained by City/District will apply in excess of, and not contribute with, insurance provided by the policies required by this Agreement. With respect to self-insured retentions, self-insured retentions must be declared to and approved by City/District. At the option City/District, either: (i) City/District shall obtain coverage to reduce or eliminate such self-insured retentions as respects District, City, its Board, its officers, officials, employees, agents and volunteers; or (ii) City/District shall provide a financial guarantee satisfactory to City/District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City/District. City and District reserves the right to modify the requirements of this Section at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 15. Cooperation with Other Occupants of the School Sites. It is understood and recognized by City that the School Sites will be used by other parties, including District, and City shall cooperate with the other parties in reaching amicable arrangements regarding matters of concern, such as use of common areas, security measures, and similar matters.

Section 16. Tuberculosis Risk Assessment/Testing and Immunizations. City agrees to have its employees and employees of its contractors or subcontractors that are working in contact with children in City's youth sports programs, summer program, or other recreational program or activity for children submit to a Pre-K and K-12 Tuberculosis Risk Assessment Questionnaire and Certificate of Completion Form from the California Department of Public Health. A licensed healthcare provider, including registered nurses, must administer the assessment within 60 days of hire. If tuberculosis risk factors are identified, a TB test is required. City shall maintain written documentation that all employees have satisfied this requirement and shall make such records available, upon request of District. City further agrees to comply with all federal, state, and local regulations and laws regulating child immunization requirements applicable to City's programs and activities for youth.

Section 17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

SCHOOL DISTRICT:  
San Carlos School District  
1200 Industrial Road  
San Carlos, CA 94070  
Attn: Superintendent

CITY:  
City of San Carlos  
600 Elm Street  
San Carlos, CA 94070  
Attn: Parks and Recreation Director

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

Section 18. Sublease and Assignment. With the exception of those community programs listed in Exhibit "A" that are arranged by City and conducted by third parties at the athletic fields and school sites, or third-party use that is permitted by City pursuant to this Agreement, City shall not assign its rights, duties or privileges under this Agreement, nor shall City sublease or attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of District. Any such attempt without District written consent shall be void.

Section 19. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 20. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties in regard to City's maintenance, management and joint use of the athletic fields and school facilities at the School Sites, and District's use of the facilities at City Sites, and supersedes all prior discussions, negotiations and agreements, whether oral or written pertaining to City's maintenance, management and joint use of any District athletic field, facility, school site or other property, and District's use of the facilities at City Sites. This Agreement may be amended or modified only by a written instrument executed by both Parties.

Section 21. California Law. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of San Mateo, California.

Section 22. Attorneys' Fees. In the event of any dispute under this Agreement, or the default by any Party of that Party's obligations hereunder, then the prevailing Party shall be entitled to recover, in addition to all other sums which may be due under the terms of this Agreement, all costs of suit, including reasonable attorneys' fees.

Section 23. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and respective heirs, legal representatives, successors, and assigns.

Section 25. Counterparts. This Agreement and all amendments, addendums and supplements to it may be executed in counterparts and transmitted by facsimile, and all counterparts together, whether original or facsimile, shall be construed as one document.

Section 26. Captions. The captions contained in this Agreement are for convenience only and

shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 27. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 28. Incorporation of Recitals and Exhibits. The Recitals and Exhibits "A" through "C" attached hereto are hereby incorporated herein by reference and made part of this Agreement.

Section 29. Non-Discrimination. City and its employees shall not discriminate against any person because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender, sexual orientation, gender identity or expression, medical condition, genetic information, marital status, or military or veteran status. City shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender, sexual orientation, gender identity or expression, medical condition, genetic information, marital status, or military or veteran status. City covenants to meet all requirements of District pertaining to non-discrimination in employment. If City is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default of this Agreement.

Section 30. Authority. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates indicated below.

ACCEPTED AND AGREED:

DISTRICT:

**SAN CARLOS SCHOOL DISTRICT**,  
a California public school district

June \_\_\_\_, 2025

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

Jennifer Frentress,  
Superintendent

CITY:

**CITY OF SAN CARLOS**,  
a California municipal corporation

June \_\_\_\_, 2025

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

Jeff Maltbie,  
City Manager

**EXHIBIT "A"****Shared Facility Use of School Sites and City Sites**

<b><u>School Site</u></b>	<b><u>City's Uses</u></b>
Central Middle School Classrooms	Club Ed Summer Enrichment Camps
Central Middle School Parking Lot	Community Events
Arroyo School Parking Lot	Community Events
Central Middle School Field	Community Sports Field Use
Heather School Field	Community Sports Field Use
Tierra Linda Middle School Field	Community Sports Field Use

<b><u>City Site</u></b>	<b><u>District's Uses</u></b>
Highlands Park Tennis Courts	After School Sports Program
Youth Center Gym	After School Sports Program
Crestview Park Field	After School Sports Program
Highlands Park Field	After School Sports Program
Burton Park	After School Sports Program
City Park Picnic Sites	School Picnics

School Sites, City Sites, facilities and uses listed above are current as of the Effective Date of this Agreement, and may be modified by the Parties in a signed, written amendment to this Agreement, as approved by each Party's respective governing board.

City will be charged District's direct cost for the custodial fees and supplies resulting from City's use of the District's facilities. City's classroom use for summer programs will include 8-10 classrooms for 7-9 weeks for youth summer programs.



**EXHIBIT "A"**  
**(continued)**

<b>Scheduled City of San Carlos Custodial Cost: Summer Facility Use</b>	
<b>Fiscal Year (FY) 2025-26</b>	
<b>Hourly Rate</b>	<b>\$89.10*</b>
<b>Number of Program Use Days</b>	<b>35 days (7 weeks), 40 days (8 weeks), 45 days (9 weeks)</b>
<b>Number of Hours Per Day</b>	<b>2</b>
<b>Total Custodial Rate per day</b>	<b>\$178.20</b>
<b>Total Materials Costs per day</b>	<b>\$10.00</b>
<b>Grand Total for Summer Use</b>	<b>\$6,587 (7 weeks), \$7,528 (8 weeks), \$8,469 (9 weeks)</b>

*\*Fees based on 2025-26 Board Approved Facility Use Fee Schedule, no more than 3% annually*

The District will provide access to facilities including parking lots, classrooms, gyms, basketball courts, and fields. During the summer, 8 to 10 classrooms will be made available for youth programs over a period of 7 to 9 weeks. The estimated annual cost for 2025 summer classroom use is approximately \$88,000, which is incorporated into this Joint Use Agreement (JUA).

The City will be charged two hours of custodial services per day, as well as daily custodial material costs, based on the annually board-approved Facility Use Rate for Group B. At the conclusion of the summer period, the City will be responsible for deep cleaning all facilities used.

**EXHIBIT "B"**

**ATHLETIC FIELD MAINTENANCE STANDARDS FOR SCHOOL SITES**

These new fees will go into effect July 1, 2025, with a signed JUA with each organization. COLA/CPI increases in the maintenance contract allow no more than a 5% increase each year of the agreement. Materials shall remain \$900 per month for the Term of the Agreement.

<b>Scheduled School District Cost</b>		
<b>Fiscal Year (FY) 2025-26</b>		
	<b>Rate Per Month</b>	<b>20% of Monthly Cost Paid by District</b>
<b>Tierra Linda School</b>	<b>\$3,632.22</b>	<b>\$726.44</b>
<b>Central Middle School</b>	<b>\$1,938.24</b>	<b>\$387.65</b>
<b>Heather School</b>	<b>\$3,724.81</b>	<b>\$744.96</b>
<b>Total Field Landscape &amp; Infield Maintenance Costs</b>	<b>\$9,295.27</b>	<b>\$1,859.05</b>
<b>Total Materials Costs</b>	<b>\$900</b>	<b>\$900</b>
<b>Grand Total</b>	<b>\$10,195.27</b>	<b>\$2,759.05</b>

**EXHIBIT "B"**  
**(continued)**

**FIELD MAINTENANCE SCOPE OF SERVICES**

Field maintenance work to be conducted by City at the School Sites shall occur two (2) days per week between the hours of 8:00 a.m.-1:30 p.m. on days preapproved by District.

<b>AREAS TO BE MAINTAINED</b>	<b>SERVICE TYPES</b>	<b>FREQUENCY</b>
Tierra Linda School Fields Only (No Dugout)	Mowing	2x/week
	Edging	2x/week
	Litter Pick-Up	2x/week on field only
	Fertilize	Up to 6x/year as directed by the Public Works Superintendent.
	Infield Maintenance	2x/week
	Pest Control	See City's IPM policy (City will not use pesticides of any kind unless mutually agreed upon by School District and City. During field closures, City will hire pest control for gophers and moles.)
	Field Closure	Minimum of six weeks during calendar year. Schedule to be mutually determined by School District and City. During closure, City will perform irrigation checks, modifications, and/or repairs, aerate the field, provide topseeding as needed, and top off infield mix.

Central Middle School	Mowing	2x/week
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Fields Only (No Dugout)	Edging	2x/week
	Litter Pick-Up	2x/week on field only
	Fertilize	Up to 6x/year as directed by the Public Works Superintendent.
	Infield Maintenance	2x/week
	Pest Control	See City's IPM policy (City will not use pesticides of any kind unless mutually agreed upon by School District and City. During field closures, City will hire pest control for gophers and moles.)
	Field Closure	Minimum of six weeks during calendar year. Schedule to be mutually determined by School District and City. During closure, City will perform irrigation checks, modifications, and/or repairs, aerate the field, provide topseeding as needed, and top off infield mix.
Heather School Fields Only (No Dugout)	Mowing	2x/week
	Edging	2x/week
	Litter Pick-Up	2x/week on field only
	Fertilize	Up to 6x/year as directed by the Public Works Superintendent.

	Infield Maintenance	2x/week
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	Pest Control	See City's IPM policy (City will not use pesticides of any kind unless mutually agreed upon by School District and City. During field closures, City will hire pest control for gophers and moles.)
	Field Closure	Minimum of six weeks during calendar year. Schedule to be mutually determined by School District and City. During closure, City will perform irrigation checks, modifications, and/or repairs, aerate the field, provide topseeding as needed, and top off infield mix.

## **EXHIBIT "C"**

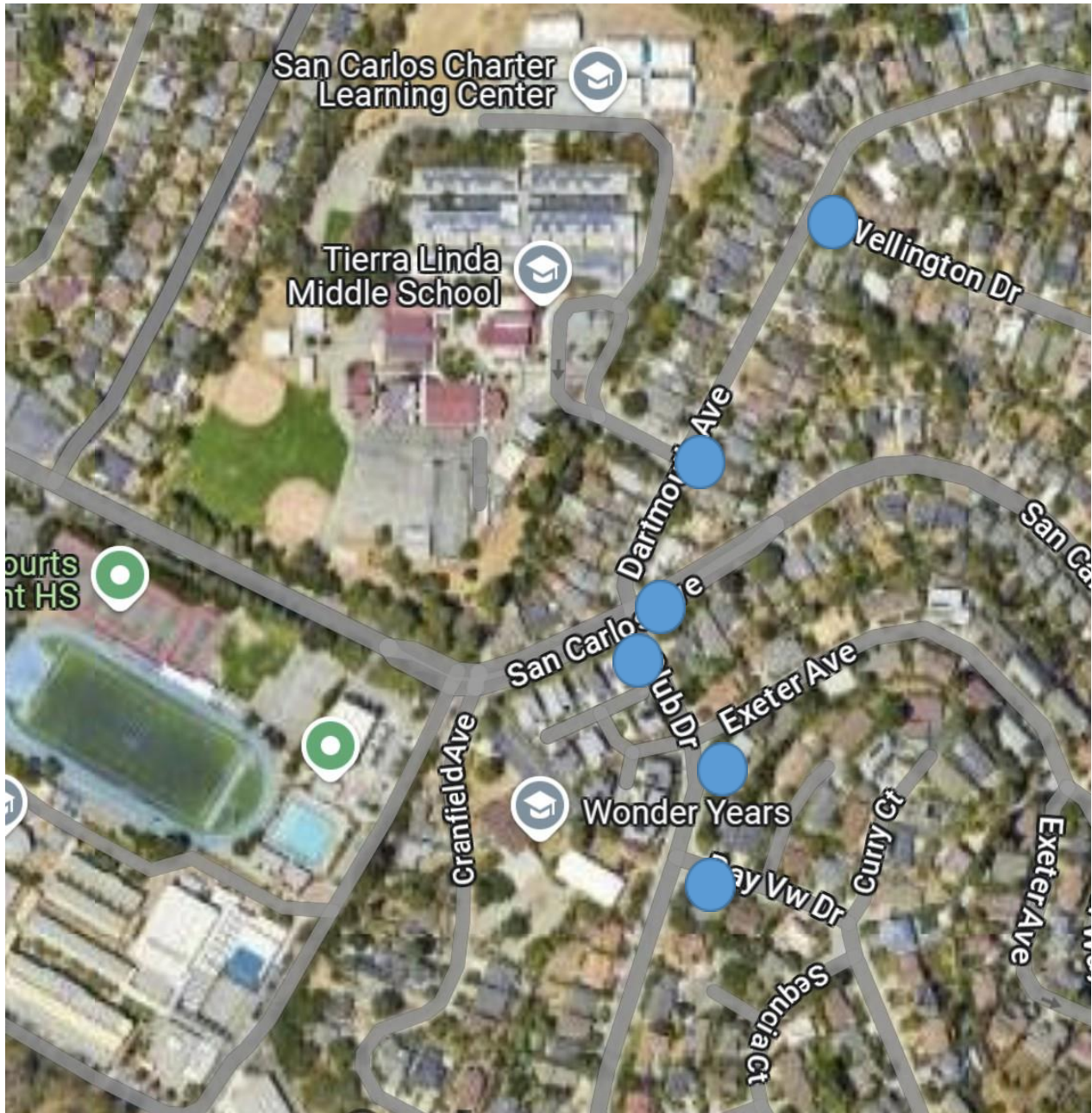
### **Crossing Guard Program**

As part of the Safe Routes to School initiative, City shall provide eleven (11) Crossing Guards at the eleven (11) intersections, depicted below, and as follows:

1. Woodland Avenue & Arroyo Avenue
2. Brittan Avenue & Cedar Street
3. Arroyo Avenue & Cedar Street
4. Bay View Drive & Club Drive
5. Dartmouth Avenue & San Carlos Avenue
6. Dartmouth Avenue & Wellington Drive
7. Dartmouth Avenue & Tierra Linda Middle School Campus Driveway
8. Club Drive & Exeter Avenue
9. San Carlos Avenue & Wellington Drive
10. Cordilleras Avenue & Belle Avenue
11. Melendy Drive & Heather Drive
12. San Carlos Avenue & Club Drive\*

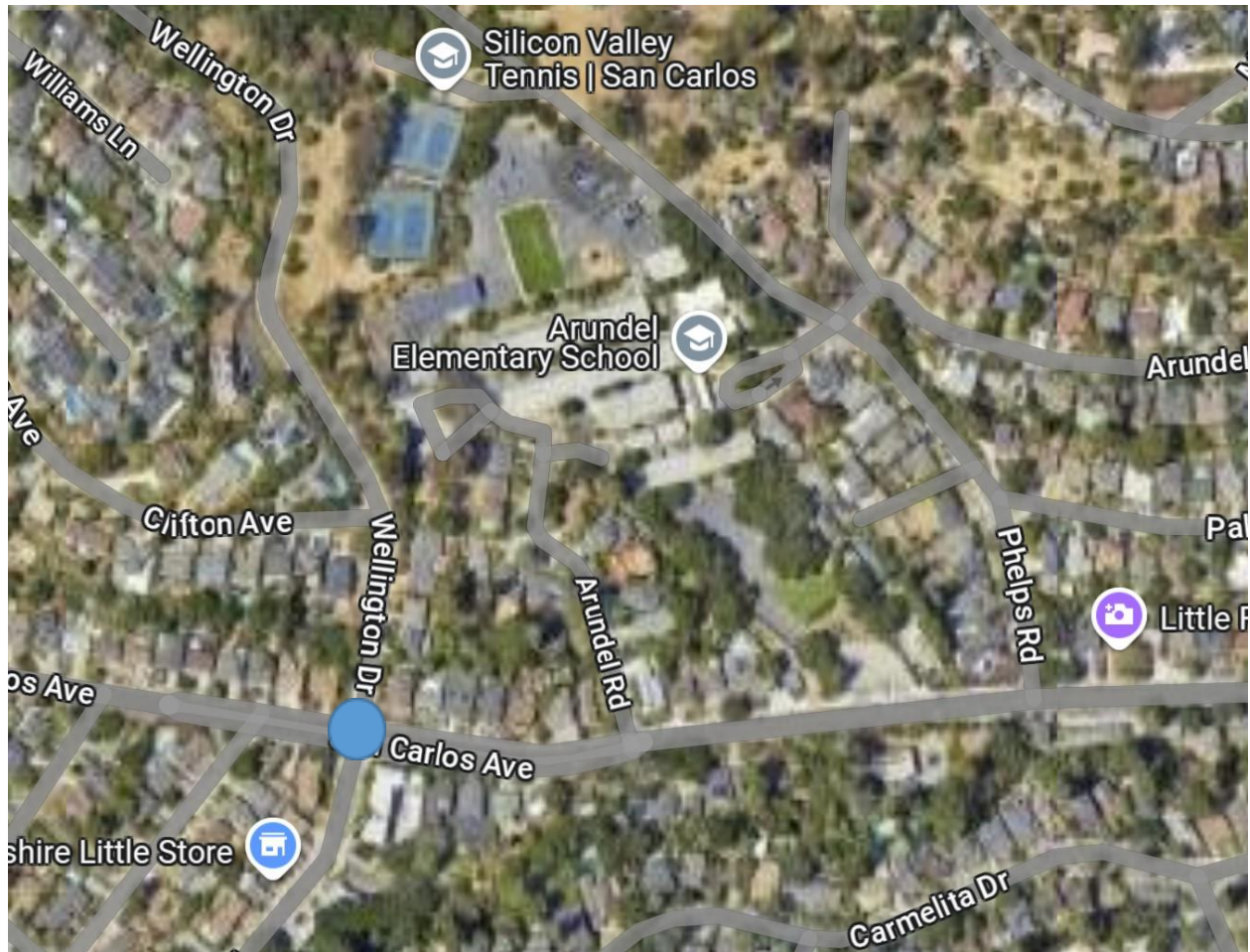
\*To be provided by District's successful good faith effort to secure funding for 12th guard

**Tierra Linda/Mariposa/Charter Learning Center/Carlmont HS  
(6 Intersections)**



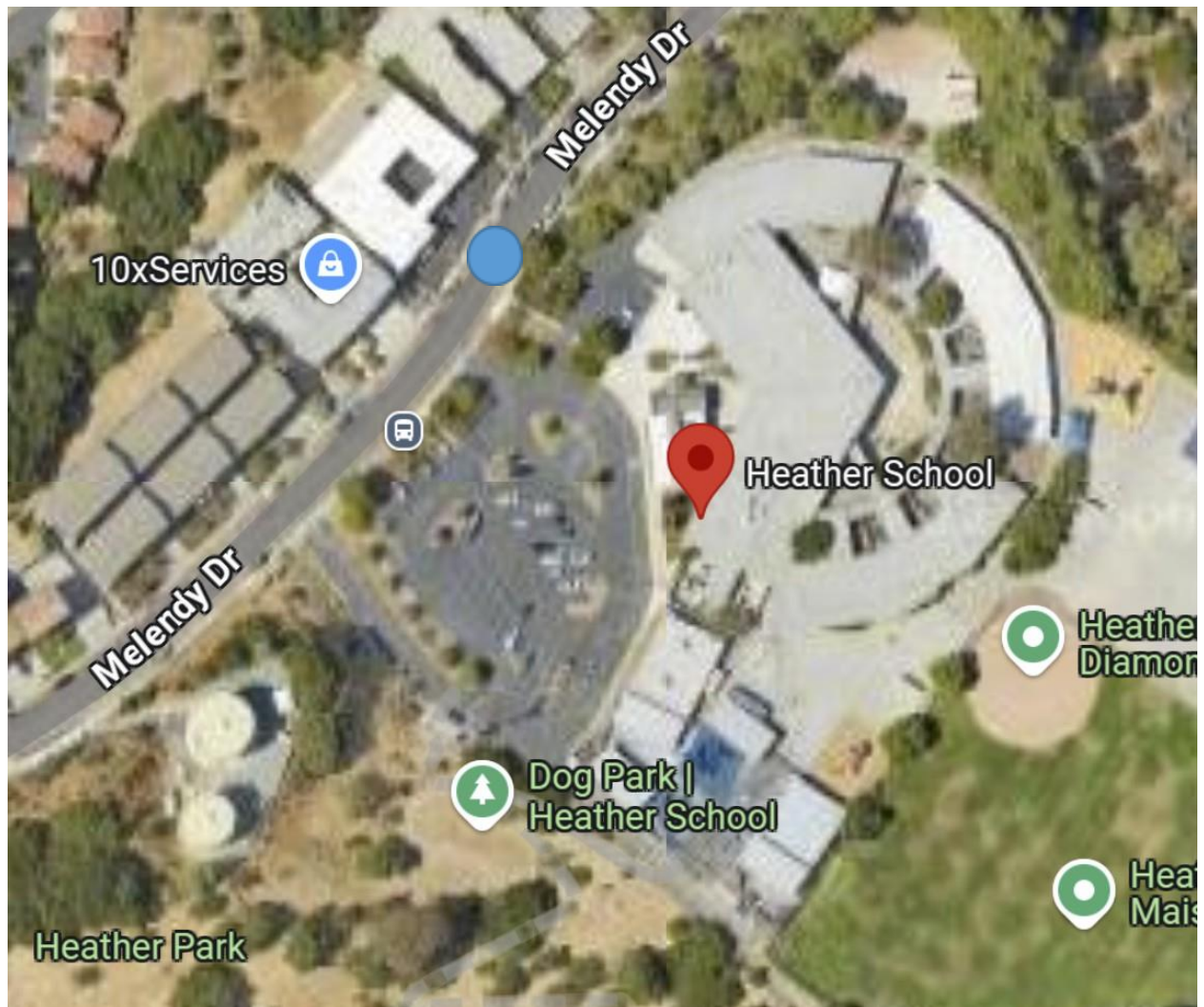


**Arundel School  
(1 Intersection)**

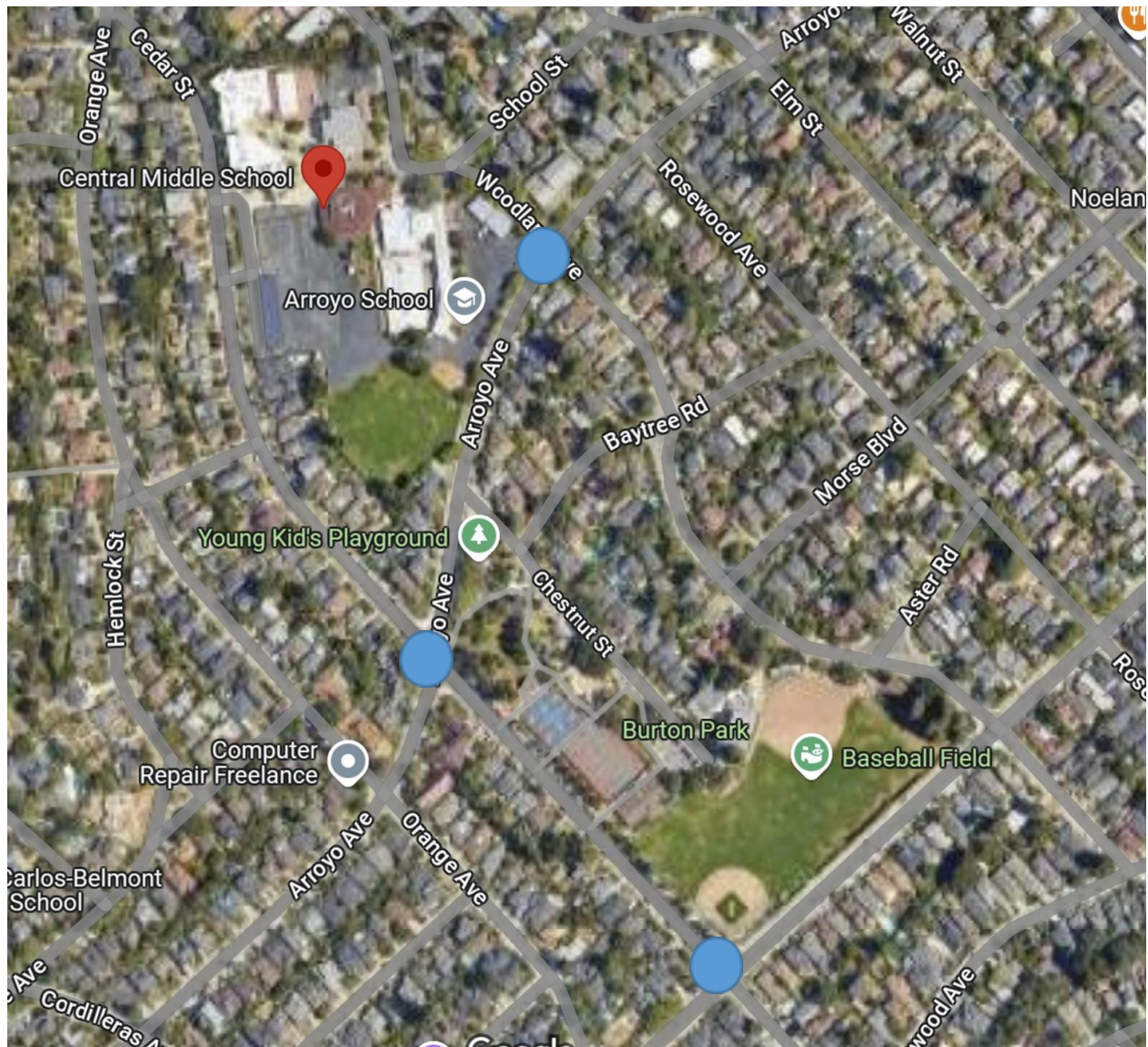




**Heather School  
(1 Intersection)**



**Central Middle School/Arroyo School  
(3 Intersections)**





**Brittan Acres School  
(1 Intersection)**

