

**JOINT-USE AGREEMENT  
BETWEEN GARDEN GROVE UNIFIED SCHOOL DISTRICT AND CITY OF GARDEN GROVE  
Woodbury Elementary School (Woodbury Park)**

This joint-use agreement (“**Agreement**”) is made and entered into this 1st day of January, 2022 (“**Effective Date**”), by and between **Garden Grove Unified School District**, a California public school district (“**District**”) and the **City of Garden Grove**, a California municipal corporation (“**City**”). District and City may be individually referred to herein as “**Party**” or collectively referred to herein as “**Parties.**”

**RECITALS**

- A. **WHEREAS**, District owns improved real property commonly known as the **Woodbury Elementary School**, located at 11362 Woodbury Rd, Garden Grove, California (“**School Site**”); and
- B. **WHEREAS**, subject to the conditions hereinafter set forth, District will permit the City the right to use for community recreational purposes the North portion of the 8.2 acre of the property at the School Site, commonly known as **Woodbury Park**, located in the extreme northwest part of the School Site, as indicated in **Exhibit “A,”** attached hereto and incorporated herein by this reference (“**Joint Use Area**”); and the additional property on the south west portion of the 8.2 acre of the property at the school site, that will be incorporated to Woodbury Park. As shown in Exhibit B.
- C. **WHEREAS**, District is authorized pursuant to Education Code section 10900, et seq., to enter into a joint agreement with another local public authority for recreational purposes; and
- D. **WHEREAS**, District, pursuant to Education Code sections 17527, et seq., has determined that permitting City to jointly use the Joint Use Area will not (1) interfere with the educational programs or activities of any school or class conducted on the School Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the School Site.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

1. Nothing herein shall be deemed to convey title to any real property or to any existing structure(s) to the City.
2. **Term:** The “**Initial Term**” of this Agreement shall be for thirty (30) years commencing on the Effective Date, and shall remain in effect until January 1, 2052, unless terminated earlier pursuant to the termination provisions set forth in this Agreement.
  - 2.1. **Option to Extend:** Subject to the District’s approval, City shall have the option to renew (“**Renewal Option**”) the Agreement for an additional two periods of 5 years each (“**Option Term**”); provided, however, each Renewal Option is contingent upon the following: if City elects to exercise the Renewal Option, City shall give District written notice of its exercise of the Renewal Option to District at least three (3) months before the expiration of the Initial Term. If such Option Notice is not delivered during this period, the Renewal Option and all subsequent Renewal Options shall be null and void. In the event the Renewal Option is null and void, the City may still have the option to extend the term of this Agreement, subject to the approval of the District.
  - 2.2. **Exercise of Option:** If City exercises the Renewal Option, then during the applicable Option Term, the District’s and City’s respective rights, duties, and obligations shall be governed by the terms and conditions this Agreement unless otherwise agreed upon in writing.
3. **Termination of Agreement:**
  - 3.1. Either Party may terminate this Agreement immediately for cause. Cause shall include, without limitation, a material violation of this Agreement by either Party or any act by a Party exposing the other Party to liability to

others for personal injury or property damage.

4. Covenants, Conditions and Restrictions:

4.1. Maintenance. City shall maintain the Joint Use Area in a clean and attractive manner. City shall maintain all equipment and apparatus in the Joint Use Area. City shall maintain all lighting equipment including fixtures.

4.2. Utilities. City shall pay for all water, electricity, and other energy costs for the Joint Use Area, either by a separate meter or for a pro-rata portion of those costs as reasonably determined by the District.

4.3. Time of Use.

4.3.1. District shall have access to the Joint Use Area from 7:00 A.M. until 4:00 P.M., Monday through Friday, while school is in session. Additionally, on such days and hours, the District would share this Joint Use Area with the general public

4.3.2. Should District determine that the Joint Use Area is needed for District use, District shall notify the City at least fourteen (14) days prior to that need and the Parties shall reasonably and in good faith coordinate that use at no cost to the District.

4.3.3. In the event that the Joint Use Area is rendered unavailable for public use during the Initial Term or all Option Term(s), District will endeavor to make available other District property available for City use.

5. Use of Site:

5.1. City and District agree to keep the Joint Use Area open and available for use by the general public, subject to rules and regulations adopted by City and District.

5.2. City shall use the Joint Use Area solely for purposes related to recreational purposes. Agents, consultants, contractors, directors, employees, invitees, licensees, members, officers, representatives, and volunteers of City shall be subject to the terms and conditions of use set forth in this Agreement.

5.3. During the Initial Term and all Option Term(s), City shall have the right to schedule events making use of the Joint Use Area and establish fees as may be necessary to carry out the proper operation of the recreation and related programs. No use of the Joint Use Area shall interfere with the District's use of the School Site.

5.4. Civic Center Act. All scheduling, use, fee collection, and other activities shall be compliant with the Civic Center Act, Education Code section 38130, et seq.

5.5. City agrees to conduct recreational programs in a manner that meets all federal, state, and local regulations relating to those activities, and to comply with all federal, state, and local laws, regulations, and ordinances, now or hereafter enacted concerning the use of the Joint Use Area.

5.6. City shall be solely responsible for the administration and operation of its activities, including the hiring of all employees. City shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or sub-consultants who may provide services on the Joint Use Area.

5.7. City shall be solely responsible for ensuring compliance with the fingerprinting/background check requirements, if applicable, for any employee, staff, agent, consultants and/or sub-consultants that enter the Joint Use Area.

6. Improvements:

6.1. City shall not construct or cause to be constructed on the Joint Use Area any improvements without prior written consent from District.

6.2. All facilities constructed pursuant to this Agreement shall become and remain the property of the City. In the event District desires to terminate the Agreement with City and not leave the property used by City under this Agreement open and available to public use, following the installation of improvements, City shall be entitled to remove any portion of the improvements that were installed. At that time, District shall have the right to purchase all remaining facilities owned by City as provided by this Agreement, on terms to be agreed to between the parties. In the event District does not wish to purchase the remaining facilities but rather desires that they be removed, District shall, at the time of written notice of termination, request City to remove the structures and restore the real property to its original condition as nearly as practical, within sixty (60) days beyond the termination notice time period indicated in this Agreement, at City's sole expense.

7. Taxes, Assessments and Fees: City shall pay for all taxes, assessments, and other governmental fees which may be levied or assessed upon the Joint Use Area which are attributable to the use of the Joint Use Area by or through the City pursuant to this Agreement. City shall pay the amounts when due and prior to any delinquency and shall deliver to District evidence of payment satisfactory to District within thirty (30) days after a request by District for evidence of payment. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Rules of Conduct:

8.1. City, its employees, volunteers, and invitees shall refrain from disorderly conduct, and make best efforts to refrain from conduct that creates loud and unusual noises or unpleasant odors.

8.2. City, its employees, volunteers, and invitees shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Joint Use Area.

8.3. City shall not knowingly permit any person under the influence of any non-prescribed drug that has been defined by the state or federal government as a "controlled substance" to enter upon the Joint Use Area. The possession, sale, or use of any "controlled substance" (except when permitted by law) on the Joint Use Area is prohibited.

8.4. City volunteers and invitees while on the Joint Use Area shall refrain from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Joint Use Area, except for permitted official purposes.

8.5. Smoking shall not be permitted on the Joint Use Area or the School Site at any time. City, its employees, volunteers, and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to the Joint Use Area.

9. Entitlements: City shall be solely obligated and responsible for obtaining any entitlements, including but not limited to permits, or any other jurisdictional agency for the use of the Joint Use Area. District makes no representation or warranty regarding the use of the Joint Use Area.

10. No Liens: City covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Joint Use Area or the School Site with respect to work or services claimed to have been performed or materials claimed to have been furnished to City. City covenants and agrees to cause any lien or notice of lien to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Agreement, in the event that such lien is not released and removed on or before the date notice of such lien is delivered by District to City, District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs, and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be deemed immediately due and payable to District by City.

11. Indemnification: To the fullest extent permitted by California law, each Party shall defend, indemnify, and hold harmless the other Party, the other Party's Council/Board, agents, attorneys, consultants, contractors, employees, invitees, licensees, members, officers, representatives, trustees, and volunteers from any and all losses, liabilities, challenges, claims, suits, and actions of any and every kind, nature, and description, including, but not limited to,

attorneys' fees and costs, directly or indirectly arising out of, on account of, connected with, or resulting from the negligence, recklessness or willful misconduct of the indemnifying Party or its Council/Board members, agents, attorneys, consultants, contractors, employees, invitees, licensees, members, officers, representatives, trustees, and volunteers in the entitlement, operation, condition, use, or occupancy of the Joint Use Area, and all improvements thereon. The provisions of this Section shall survive the termination or expiration of the Agreement.

- 12. **City Insurance:** City shall, at City's expense, obtain and keep in force during the term of this Agreement a policy of general liability insurance, which includes auto liability insuring District and City against claims and liabilities arising out of the operation, condition, use, or occupancy of the Joint Use Area and all areas appurtenant thereto, including parking areas. City's auto liability shall insure all vehicle(s), whether hired, owned, or non-owned. City's general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Two Million dollar (\$2,000,000) general aggregate policy limit. District acknowledges that City maintains a program of self-insurance that satisfies the insurance requirements herein and is not required to obtain additional policies so long as its self-insurance program remains in place.
- 13. **District Access to Joint Use Area:**
  - 13.1. **Inspection and Repair.** City shall permit District and its agents to enter the Joint Use Area at any reasonable time for inspection, maintenance, or repair.
  - 13.2. **Locks-Keying.** In the event that City intends to replace the locks and/or rekey the Joint Use Area, City shall first coordinate with District so that District may approve and authorize lock style and key code authorizations.
- 14. **Notices:** Any notice required or intended to be sent or delivered to a Party, may be personally delivered or by overnight delivery. Notices shall be delivered to the Parties at the following addresses. Notices shall be deemed received on the date personally delivered or, if by overnight delivery shall be deemed received on the next business day after delivery by the overnight delivery service.

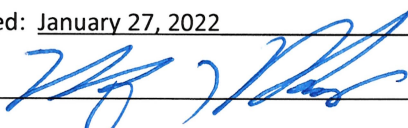
**Garden Grove Unified School District**  
11700 Knott Ave, Building C  
Garden Grove, CA 92841  
ATTN: Jerry Hills, Director of Facilities

**City of Garden Grove**  
\_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_  
ATTN: \_\_\_\_\_

- 15. **Assignment:** Neither Party shall assign its rights, duties, or privileges under this Agreement nor shall either Party attempt to confer any of its rights, duties, or privileges under this Agreement on any third Party, without the written consent of the other Party.
- 16. **Nondiscriminatory Services:** All goods and services provided by City under this Agreement shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, or ethnic background, or disability, and that none shall be used in whole or in part, for religious worship or instruction.
- 17. **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.
- 18. **Surrender of the Joint Use Area:** On the last day of the Initial Term or all Option Term(s), or on sooner termination of this Agreement, City shall surrender to District the Joint Use Area and any then-existing improvements in clean, good order condition and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. All trash shall be removed. This condition shall be similar to that existing as of the Effective Date of this Agreement excepting normal ordinary wear and tear. City shall remove from the Joint Use Area all of City's personal property, trade fixtures, and any improvements made by City that District agrees will be removed by City. All property not so removed shall be deemed abandoned by City.

19. Entire Agreement: This Agreement constitutes the entire understanding between the Parties and no addition to, or modification of, any term or provision of this Agreement shall be effective until set forth in writing signed by the Parties.
20. 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 intentions of the Parties.
21. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
22. 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, unless such enforcement would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Agreement.
23. Jurisdiction and Venue: This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
24. Dispute Resolution: If a dispute arises that is related, in any way, to this Agreement, the District's Superintendent and the City Manager shall first attempt to resolve the dispute. In the event the Superintendent and City Manager are unable to resolve the dispute, the Parties agree to submit the dispute to mediation prior to initiating legal action.
25. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
26. Electronic Signatures: Electronic copies of signatures (such as .pdf or .tiff files or telecopies) may be used in place of original signatures on this Agreement. The Parties intend to be bound by the signatures on the electronic document, are aware that the other Party will rely on the electronically copied signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

**IN WITNESS WHEREOF**, the Parties have, by their duly authorized representatives, executed this Agreement, as of the Effective Date set forth above.

<p><b>Garden Grove Unified School District</b></p> <p>Dated: <u>January 27, 2022</u></p> <p>By: </p> <p>Name: Rick Nakano</p> <p>Title: <u>Assistant Superintendent Business Services</u></p>	<p><b>City of Garden Grove</b></p> <p>Dated: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
--	--

**Exhibit "A"**

**Joint Use Area**

**Approximately 8.2 Acres**

**Existing site map**



