

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Lease Agreement with The WAVE Youth Program of Pacific Grove

DATE: May 4, 2023

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review and approve the 2023-2024 Lease Agreement with The Wave Youth Program of Pacific Grove (The Wave).

BACKGROUND:

Since 2017, the district has opened the high school campus to The Wave Program. The Wave utilizes the High School facilities such as the tennis court, gymnasium, pool, classrooms (art, culinary, etc) to promote interest in team sports, individual sports, arts and electives.

INFORMATION:

This 2-week summer program is open only to all students who reside in the Pacific Grove Unified School District (PGUSD) of middle school age, at no charge, and includes athletics, arts and crafts, and a food session. The dates of the camp will be July 10-13 and July 17-20 and kick off with a parent orientation in the main PGHS gym July 7th, at 6pm -8pm.

The Wave Program is in Group 1A on the Facilities Use Fees table. This table was Board approved on October 3, 2019 and will be updated again in 2023-2024.

The Wave Program pays a flat rate to Facilitron of \$10,800 for the summer program facilities use.

FISCAL IMPACT:

Fund 40 \$10,800 revenue.

Lease Agreement
Between
Pacific Grove Unified School District
and
The Wave Youth Program of Pacific Grove

A. PURPOSE

The purpose of this lease agreement (hereinafter called “Agreement”) is to establish and document an agreement between Pacific Grove Unified School District (PGUSD) and The Wave Youth Program of Pacific Grove (The Wave), hereinafter collectively referred to as the “Parties,” for the purpose of creating a lease agreement to benefit students in the The Wave. The Wave Program agrees to accept only matriculating 5th, 6th and 7th grade students who reside within the PGUSD district boundaries which includes all of the City of Pacific Grove and the portion of Pebble Beach within PGUSD. The Wave Program from PGUSD who meet the requirements agreed upon by both parties 98% of the WAVE students attend PGUSD while about 2% attend private schools.

B. FEES

The Wave Program is free to all eligible students as referred to in Item A above; however, the Program will accept a donation of \$125 per student, per two-week session, if families are able to financially support the Program.

C. PREMISES

For the purposes of this Agreement, the premises are identified as Facilities at Pacific Grove High School, 615 Sunset Ave., Pacific Grove, CA 93950.

D. LEASE TERM

The lease term shall be for a 2-week summer program open only to all PGUSD district boundaries students of middle school age, at no charge, and includes athletics, arts and crafts, and a food session. The dates of the camp will be July 10-13 and July 17-20 and kick off with a parent orientation in the main PGHS gym July 7th, at 6pm -8pm. The Wave must enter their Facility Use Request via the Facilitron online reservation service.

E. LEASE DEPOSIT AND PAYMENT

For use of the premises, The Wave will pay to PGUSD \$10,800 (Total Facilities Use Fee) for the 2023-2024 fiscal year. There is no associated increase in fee schedule based for the 2023-2024 year, and all rates are based on the Facilities Use Fee table, Group 1A.

F. USE OF PREMISES

The Wave accepts full responsibility for the use of the premises during the term of this lease. PGUSD understands only that The Wave proposes to conduct a 10-day summer youth program within the premises and takes no responsibility for said operation.

G. PREMISES CONDITION

The Wave accepts the condition of the premises as is and in no way expects PGUSD to modify the existing condition of the premises as a condition of this agreement.

H. TERMINATION

PGUSD shall, at its sole discretion, have the right to terminate this agreement subject to a 90-day written notice, which must be provided to The Wave prior to April 1, of each year.

I. AUTHORIZED REPRESENTATIVES

Correspondence and communication regarding this agreement and use of the premises shall be conducted only through authorized representatives of PGUSD and The Wave and shall not be delegated to persons who are not employees of PGUSD or The Wave.

J. INDEMNIFICATION

The Wave shall defend, indemnify, and hold harmless PGUSD and its agents, representatives, officers, The Waves, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of The Waves) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of The Wave, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the “The Wave Parties”) in the performance of or failure to perform The Wave’s or The Wave Parties’ obligations under this Agreement, including, but not limited to The Wave’s or The Wave Parties’ use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to PGUSD or PGUSD Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by The Wave or The Wave Parties under the California Fair Employment and Housing Act (“FEHA”).

K. INSURANCE

The Wave shall at its sole cost and expense, procure and maintain throughout the term of this Agreement policies of general liability insurance and property and casualty insurance during the performance of the Agreement.

1. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
2. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
3. Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

The Wave shall notify Pacific Grove Unified School District at least thirty (30) days prior to cancellation or non-renewal of any such insurance.

Agreement to the above conditions and acceptance of this Agreement is confirmed by the execution of the document by the authorized representatives below.

Authorized Representative, PGUSD

Date

Authorized Representative, The Wave

Date