

JOINT USE AGREEMENT BETWEEN THE CITY OF SANTA ANA AND

THE SANTA ANA UNIFIED SCHOOL DISTRICT

FOR USE AND INSTALLATION OF BALLFIELDS AT MONROE PARK

AMOUNT NOT REQUIRED
WILL BE PAID BY
CLERK OF COUNCIL

DATE: 12/5/88

THIS AGREEMENT, entered into this 21st day of November, 1988, by and between the City of Santa Ana, a municipal corporation, a municipal corporation of the State of California ("CITY"), and the Santa Ana Unified School District ("DISTRICT").

W-I-T-N-E-S-S-E-T-H

Recitals:

A. Monroe Elementary School, a property owned by DISTRICT, and The City Maintenance Yard and Delhi Park are properties owned by the CITY. Monroe Elementary School and the City maintenance yard are adjacent properties located in the City of Santa Ana; Delhi Park is located northeast of the City maintenance yard;

B. The City of Santa Ana proposes to renovate the City maintenance yard. In the proposed renovation it is advantageous to relocate Delhi Park adjacent to Monroe Elementary School and south of the City maintenance yard;

C. The maximum enjoyment, benefit and use of both properties can be obtained by the relocation of Delhi Park adjacent to Monroe Elementary School. The park will also act as a landscape buffer between the residents and the City maintenance yard.

D. The reconstruction of the City maintenance yard and Delhi Park requires the use of Monroe Elementary School for recreation activities to mitigate the loss of the park site during construction;

E. To obtain the maximum enjoyment, benefit and use of both properties, the CITY desires to construct a softball field at Monroe School and provide recreational after-school programs on school property and to construct on relocated Delhi Park, new park improvements, including new restrooms, handball courts and play equipment (hereinafter referred to as the "PROJECT").

F. In the public interest, the CITY and the DISTRICT desire the construction of the PROJECT, said PROJECT to be constructed partly on property owned by the DISTRICT, for use by both CITY and DISTRICT.

WHEREFORE, in consideration of their mutual and respective covenants and promises hereinafter contained and made, and subject to all the terms and conditions hereof, the parties, hereto do hereby agree as follows:

1. Scope of DISTRICT's Obligations.

A. DISTRICT agrees to permit CITY to construct and use, on DISTRICT property at Monroe Elementary School certain portions of the grass play field as part of the PROJECT, including removal of existing ballfield backstops, relocation of fencing, and necessary irrigation renovation as designated on the PROJECT site plan attached hereto as Exhibit A and incorporated herein by reference. Construction to take place during summer vacation and be completed before the first day of instruction.

B. DISTRICT agrees that CITY may program and shall control all activities on said softball fields on all non-school days and after 4:30 o'clock p.m. on all school days, following written request for such use to the DISTRICT's Civic Center Office on an annual basis.

C. DISTRICT agrees that DISTRICT shall maintain DISTRICT property out-field area in an acceptable condition. The CITY agrees to maintain all CITY developed areas on DISTRICT property.

D. DISTRICT shall provide adequate adult supervision at all functions scheduled by DISTRICT in ballfield area.

E. DISTRICT agrees to permit CITY to provide after-school program on DISTRICT property, during the same hours indicated for softball fields.

2. Scope of CITY's Obligations.

A. CITY shall be financially responsible at its own cost and expense for the construction of the PROJECT, as above described, including but not limited to the costs of construction drawings, contract administration and supervision.

B. As part of the construction of the PROJECT as described above, CITY agrees as follows:

- 1) To install two (five-tiered) bleachers on softball field;
- 2) To install one softball field backstop;
- 3) To install brickdust infield;
- 4) To install restroom on park proper with vandal-proof lights and stainless steel fixtures;
- 5) To install required asphalt paving in the following areas:
bleachers, restroom and walkways;
- 6) To install security lighting along walkway in park area;
- 7) To install handball court in park area;
- 8) To expand the existing parking lot;
- 9) To install play equipment;
- 10) To install temporary restroom facilities at Monroe Elementary School to serve the softball field until permanent restrooms are constructed. The temporary restroom facilities to be locked during school hours and open for public use during non-school hours until 10:00 p.m.

C. The CITY shall have the option to develop all or any of the above improvements in phases as follows:

- 1) Phase I: softball field, fence removal/relocation, temporary restrooms (restroom facilities need to be installed at the start of the project), and after-school program on DISTRICT property.

- 2) Phase II: security lighting, restrooms, handball courts, play equipment, parking lot expansion, other park improvements.

D. CITY shall provide adequate adult supervision at all functions scheduled by the CITY. The CITY shall assist in control of public access to DISTRICT grounds during school hours when requested.

3. Scheduling.

A. DISTRICT shall have full use of the recreational field and related facilities during each school day until the hour of 4:30 o'clock p.m. DISTRICT may reserve additional use of the fields by receiving advance approval from CITY's Recreation Department five (5) calendar days prior to DISTRICT's scheduled event.

B. CITY shall have full use of the recreational fields and related facilities on all non-school days and after 4:30 o'clock p.m. on all school days, providing this request has been made on an annual basis to the DISTRICT's Civic Center Office.

C. CITY and DISTRICT agree that all functions shall close at the applicable curfew time.

4. Cleanup and Maintenance.

A. CITY and DISTRICT hereby agree to be responsible for all cleanup upon completion of their respective use of the area. This cleanup shall include the area of the softball field and seating facilities and shall include but not be limited to the pickup and removal of trash and litter.

B. CITY shall perform all maintenance work on the PROJECT throughout the year including, but not limited to, maintenance and replacement of all light bulbs and tubes as needed, repainting and repairing of seat facilities as required, and maintenance of brickdust infields.

5. Termination.

A. Either party may terminate this Agreement upon six months written notice to the other party. Said notice to CITY shall be delivered in person or by U.S. Mail to CITY's City Manager. Said notice to DISTRICT shall be delivered in person or by U.S. Mail to DISTRICT's Superintendent of Schools.

B. In the event DISTRICT terminates this agreement at any time within ten (10) years from date of execution, DISTRICT shall reimburse CITY for a percentage of the construction of that portion of the PROJECT located on DISTRICT property. Such percentage shall be the ratio which the unexpired portion of the ten-year term bears to the total ten-year term.

6. Hold Harmless.

A. CITY shall indemnify and save harmless DISTRICT, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of DISTRICT, claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, worker's compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of CITY, its employees or subcontractors.

B. DISTRICT shall indemnify and save harmless CITY, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, worker's compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of DISTRICT, its employees or subcontractors.

7. Certification of Non-Discrimination.

By signing this Agreement, the parties hereto certify that they do not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

8. Validity.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

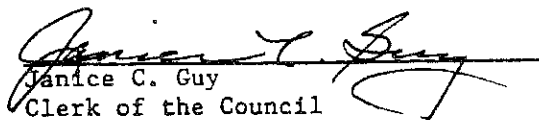
9. Laws Governing this Agreement.

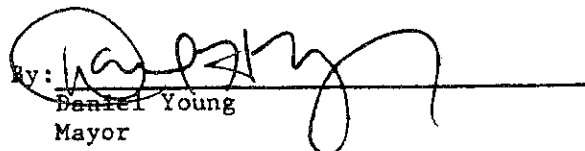
This Agreement shall be governed by and construed in accordance with the laws of the State of California. Nothing in this Agreement shall restrict or otherwise effect use of the PROJECT pursuant to Education Code Sections 16551 and 16566.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST

THE CITY OF SANTA ANA
a municipal corporation of the
State of California


Janice C. Guy
Clerk of the Council

By: 
Daniel Young
Mayor

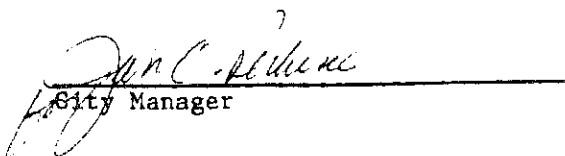
APPROVED AS TO FORM

"CITY"

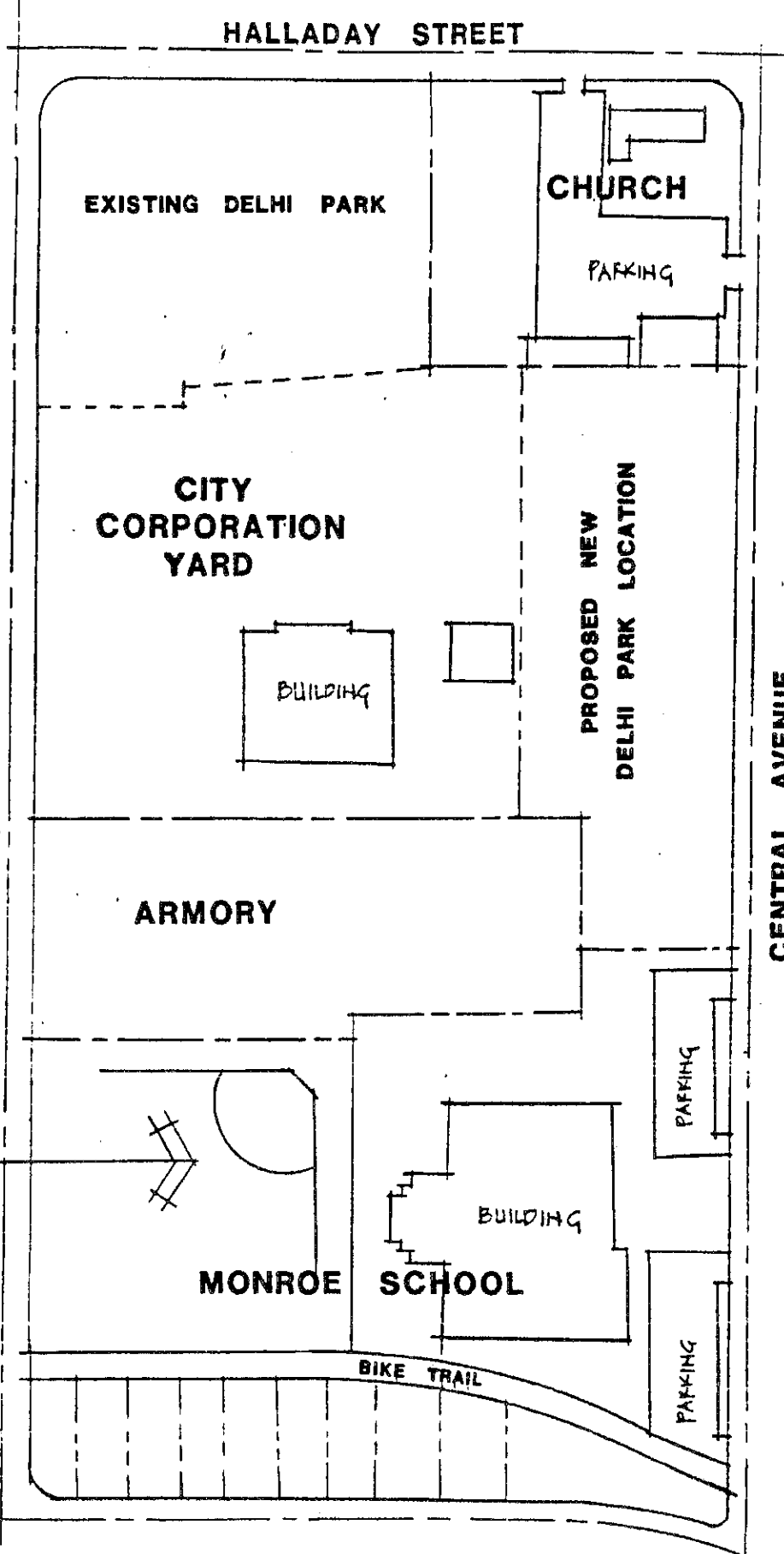
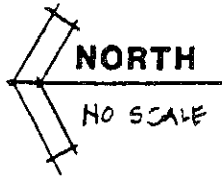

Edward J. Cooper
City Attorney

APPROVED AS TO CONTENT:

SANTA ANA UNIFIED SCHOOL DISTRICT


Jan C. Allene
City Manager

By: 
Ray M. Cuthbert
Secretary to the Board (Acting)



**PROJECT
LOCATION
(BALLFIELD)**