

AGREEMENT FOR JOINT USE OF FACILITIES

THIS AGREEMENT is made and entered into this 21st day of May, 1996, by and between the CITY OF REDLANDS, a municipal corporation, (hereinafter referred to as "City,") and the REDLANDS UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (hereinafter referred to as "District,") which together are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, City and District own and operate certain parks, building facilities, school buildings, school grounds, sports fields and gymnasiums located within the City of Redlands and which are identified in Exhibit "A," attached hereto and incorporated herein by this reference (the "Grounds and Facilities"); and

WHEREAS, it is in the best interests of the public and the Parties to share use of their respective Grounds and Facilities in order to efficiently and economically utilize the Grounds and Facilities for the benefit of the citizens of City; and

WHEREAS, City and District have previously entered into several joint use agreements to share maintenance and use of the Grounds and Facilities, and now desire to consolidate such existing agreements into a single agreement pertaining to joint use of the Grounds and Facilities and superseding all other agreements;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and the Redlands Unified School District agree as follows:

AGREEMENT

1. TERM

The term of this Agreement shall commence on May 28, 1996, and shall continue until terminated as provided for herein.

2. FEES

City shall not charge District any fees for use of City Grounds and Facilities; however, District shall pay to City all City-incurred direct personnel costs resulting from District's use of City Grounds and Facilities. Likewise, District shall not charge City any fees for use of District Grounds

and Facilities; however, City shall pay all District-incurred direct personnel costs resulting from City's use of District Grounds and Facilities.

3. MAINTENANCE

City shall be solely responsible for maintaining City Grounds and Facilities. District shall be solely responsible for maintaining District Grounds and Facilities. Maintenance includes, but is not limited to, manicuring fields, the removal of garbage and debris, painting and repairing bleachers and storage facilities, cleaning floors, maintaining lights and lighting systems and other building and ground preventative maintenance deemed necessary by City and District. City shall be responsible for maintenance resulting from City activities. District shall be responsible for maintenance resulting from District activities. City and District shall agree to an allocation of costs of repairs and maintenance of apparatus and structures used by both City and District.

4. WATER AND ELECTRICITY

City shall supply and bear the cost of all water used to maintain City Grounds and shall be solely responsible for electricity charges to City Facilities and City owned Facilities located on District Grounds. District shall supply and bear the cost of all water used to maintain District Grounds and shall be solely responsible for electricity charges to District-owned Facilities. As District-sponsored activities for use of facilities at night occur, City and District shall agree to an allocation of all electricity used. City shall continue to bear the cost of all water used to maintain Orangewood fields, as previously agreed.

5. CITY EQUIPMENT/FACILITIES ON DISTRICT GROUNDS

City equipment and Facilities on District Grounds shall remain the property of City. City shall be solely responsible for maintaining City equipment and facilities on District Grounds. District shall use City equipment and facilities as provided herein. City shall be entitled to remove any City equipment and Facilities on District Grounds.

6. PROOF OF DAMAGES

Willful damage to City and/or District Grounds and Facilities shall be investigated by representatives of City and District. If adequate proof for damage can be determined to be that of City-related programs or activities, then costs and repairs of such damage shall be borne by City. Likewise, if adequate proof for damage can be determined to be that of District-related programs or activities, then cost of repairs of such damage shall be borne by District. If it cannot be reasonably determined when the damage occurred, the cost of said repair shall be divided equally between Parties.

7. SAFETY

The Grounds and Facilities shall, at all times, be maintained and operated in accordance with established safety standards. City and District representatives shall report any and all possible safety hazards that come to the attention of such representatives to the appropriate agency. City shall be responsible for correcting any identified safety hazards on City Grounds and Facilities and City-owned equipment and Facilities on District Grounds. District shall be responsible for correcting any identified safety hazards on District Grounds and Facilities.

8. USE OF GROUNDS AND FACILITIES APPLICATION

Grounds and Facilities shall be operated for the benefit of the residents of the Redlands area and shall be available to residents during established hours of operations as agreed to by City and District. District Grounds and Facilities shall not be used by City during school hours and school-related activities.

City shall schedule evening and weekend facility use for Orangewood and Clement as previously agreed. For all other District facilities, City shall file a "Use of District Facilities Application" and shall schedule District Grounds and Facilities in accordance with District's established procedures. District shall file a "Use of City Facilities Application" and shall schedule City Grounds and Facilities with the City's established procedures.

9. INSURANCE

City and District shall maintain adequate liability insurance, or shall self-insure, for property damage and bodily injury arising out of their respective activities under this Agreement. The Parties shall name each other as additional insureds on any such policies and provide each other with certificates of insurance evidencing the same concurrent with the execution of this Agreement.

10. HOLD HARMLESS

City shall defend, indemnify and hold District harmless from any and all damage, loss, liability, claim, suit or judgment resulting from work done or omitted by City in connection with this Agreement. Additionally, City shall defend, indemnify and hold District harmless from any loss, liability, claim, suit or judgment arising out of public use of District Grounds and Facilities by members of the public when school is not in session, and such Grounds and Facilities are in use for City sponsored events and activities.

District shall defend, indemnify and hold City harmless from any and all damage, loss, liability, claim, suit or judgment resulting from work or acts done or omitted by District in connection with this Agreement. Additionally, District shall defend, indemnify and hold City harmless from any loss, liability, claim, suit or judgment arising out of use of the District Grounds and Facilities when school is in session or during District sponsored events and activities.

The provisions are included in accordance with Government Code Section 895.4 and are applicable to the Parties to the extent authorized by law.

11. TERMINATION

This Agreement may be terminated, without cause, by either City or District upon thirty (30) days prior written notice to the other.

12. ASSIGNMENT

This Agreement shall not be assigned by either party hereto without the prior written consent of the other. Any assignment or attempted assignment without such consent shall result in the immediate termination of this Agreement.

13. NOTICES

All notices to be given under this Agreement shall be in writing and delivered in person, or sent by first class mail, postage prepaid, addressed as follows:

City of Redlands
Administrative Services Department
P. O. Box 3005
Redlands, California 92373

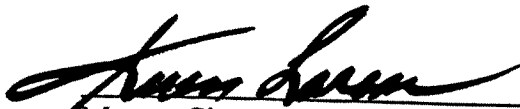
Redlands Unified School District
Facilities Department
P. O. Box 3008
Redlands, California 92373

14. ENTIRE AGREEMENT/AMENDMENT

This Agreement represents the entire agreement between the Parties hereto as to the matters contained herein, and shall be amended only by written agreement executed by the Parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

CITY OF REDLANDS



Mayor, City of Redlands

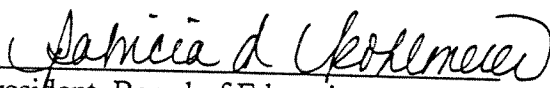
May 21, 1996
Date

Attest:



City Clerk

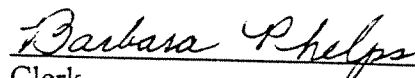
REDLANDS UNIFIED SCHOOL DISTRICT



President, Board of Education

May 28, 1996
Date

Attest:



Clerk

CITY OF REDLANDS AND
REDLANDS UNIFIED SCHOOL DISTRICT

EXHIBIT "A"

City parks and building facilities included in this Agreement:

- Sylvan Park
- Smiley Park and Redlands Bowl
- Community Park
- Texonia Park
- Ford Park
- Brookside Park
- Crafton Park
- Jenny Davis Park
- Prospect Park and Sewall Theatre
- Redlands Community Center
- Redlands Senior Center
- Joslyn Senior Center

District school grounds and facilities included in this Agreement:

- Orangewood High School
- 9th Grade Freshman Campus/Clement Middle School
- Redlands High School
- East Valley High School
- Cope Middle School
- Moore Middle School
- Smiley Elementary School
- Crafton Elementary School
- Kingsbury Elementary School
- Kimberly Elementary School
- Mariposa Elementary School
- Lugonia Elementary School
- Franklin Elementary School
- McKinley Elementary School
- Arroyo Verde Elementary School (as available)
- Bryn Mawr Elementary School (as available)