

JOINT USE AGREEMENT
ORANGEWOOD HIGH SCHOOL

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THIS AGREEMENT is made and entered into this Eleventh day of August, 1993, by and between the CITY OF REDLANDS, a municipal corporation, hereinafter referred to as "City," and the REDLANDS UNIFIED SCHOOL DISTRICT, a public school district, hereinafter referred to as "District."

CITY AND DISTRICT AGREE AS FOLLOWS:

1. RECITALS

- A. District owns a school in the City of Redlands described as Orangewood High School located at 515 Texas Street.
- B. District owns the ball fields with infield and open field area, as shown on the attached map, incorporated herein as Exhibit A.
- C. It is in the public interest to both parties to share jointly in the development and maintenance of the ball fields with infield and open field area hereinabove described in order to fully utilize said grounds for the benefit of the inhabitants of District and City.
- D. Both parties hereto desire to share jointly in the further development and the maintenance of said school grounds in order to provide for school activities and recreational programs.
- E. The parties hereto enter into this Agreement pursuant to the cooperation among public authorities law (Education Code Section 10905), and other provisions of law.

2. TERM

The term of this Agreement shall be for a period of twenty (20) years commencing August 11, 1993, and ending on August 10, 2013, unless sooner cancelled as hereinafter provided. The term may be extended from time to time by mutual written Agreement of the parties.

3. DESIGN AND INSTALLATION OF IMPROVEMENTS

City shall be permitted to design and construct or install necessary apparatus and structures for the above described school grounds in order to provide multi-use recreational programs on said school grounds, with prior written approval by the District. Any improvements shall conform to District/State mandated specifications.

4. LOCATION AND OWNERSHIP

The installed improvements as provided herein shall be maintained and shall at all times be and remain the property of City, subject to District's right to use the facilities as provided herein. District may, at its discretion, add improvements to the school grounds.

5. COST OF CONSTRUCTION

City shall assume and pay all costs of construction to provide recreational programs improvements.

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6. PARKING

District parking areas shall be available for city use when not in use by school or for school-related activities. District and City may also enter into joint agreement for additional parking off-site. Such agreement shall require separate authorization by City and District. Hold harmless and insurance requirements set forth in this agreement shall be applicable to any subsequent agreement pertaining to off-site parking.

7. WATER AND ELECTRICITY

City shall supply and bear the cost of all water used to maintain the field area, as shown on Exhibit A, for the term thereof. It is understood that the water meter and electricity for lights is being charged to the City. City shall be responsible for installation of any necessary additional electrical and water meters and for all water and electricity charges related to field use. As District-sponsored programs for use of facility at night occur, City and District shall agree to an allocation of all electricity used.

8. FENCING

City shall install additional fencing that may become necessary for the use of the programs at the aforementioned site. The location of the fences shall be made by City with prior written approval of District and in accordance with District's specifications.

9. MAINTENANCE

During any period in which City is sponsoring a program on the above-described fields, City shall be responsible for maintenance and clean-up of fields and structures relating to City use, including, but not limited to, marking grass areas and any other preparation the City desires for athletic events. City will provide adequate trash receptacles, and be responsible for pick-up of litter after City-approved events and emptying receptacles on a regular basis.

District will be responsible for maintenance of fields as is currently required for District activities.

District and City shall agree to an allocation of costs of repairs and maintenance of apparatus and structures, which are used by both the City and District.

10. PROOF OF VANDALISM

Willful damage to the said field shall be investigated by representatives of City and District to determine when damage occurred. City will be responsible for the repair of all damage occurring during non-school hours or as a result of all non-school-sponsored programs. If it cannot reasonably be determined when the damage occurred, the cost of said repair shall be divided equally between the parties.

11. USE OF FACILITIES

The facilities shall operate for the benefit of the public and shall be available to area residents during established hours of operation as agreed to by the City and District. During school hours and school related-activities, said facilities shall not be used by the general public. After school hours and school related activities, on weekends, and on designated holidays, said facilities shall be made available for use by the general public. A "Use of School Facilities Application" for the use of the field must be on file with the District.

12. SAFETY

The facilities at all times are to be operated in accordance with established safety standards. District and City representatives agree to report any and all safety hazards to City. City shall be responsible for correcting any identified safety hazards relating to equipment owned by City.

13. HOLD HARMLESS

City agrees to indemnify and hold District harmless, and to defend any lawsuits filed against District, from any loss liability, claim, suit or judgment resulting from work done or omitted by City in carrying out this Agreement, including the period of City's installation, repair, maintenance, or replacement of any improvements under this Agreement. Additionally, City agrees to indemnify and hold harmless, and to defend any lawsuit or judgment filed against District, from any loss, liability, claim suit or judgment arising out of public use of the aforementioned facilities during non-school hours, or as a result of all non-school-sponsored programs.

District agrees to indemnify and hold City harmless, and to defend any lawsuits filed against City, from any loss, liability, claim, suit or judgment resulting from work or acts done or omitted by District in carrying out this Agreement. Additionally, District agrees to indemnify and hold City harmless, and to defend any lawsuits filed against City, from any loss, liability, claim, suit or judgment arising out of use of the aforementioned facilities subject to this Agreement during school hours or during school-sponsored programs.

These provision are included in accordance with Government Code Section 895.4, and are applicable to all parties hereto the extent authorized by law.

14. INSURANCE

City and District shall maintain adequate liability insurance or shall self-insure for property damage and bodily injuries arising out of their respective liabilities under this Agreement. Each party shall name the other as additional insured on any such policies, proof of which will be forward to each party prior to July 1 of each year.

15. CANCELLATION AND OPTION

Subject to all provisions of the law relative to the sale of school property, City shall have the option to discuss the purchase of the grounds hereinabove described in the event District, in its sole discretion, determines that the grounds are no longer needed for District's purposes. In the event the school grounds are sold by District, either party may declare this Agreement to be canceled, in which event City shall be entitled to remove any improvements constructed by City.

16. NON ASSIGNABLE

Both parties agree not to assign any right or privilege connected with this Agreement. Any and all contractees of City are subject to any and all sections of this Agreement pertaining to City.

17. FUNDING SOURCES

It is understood and agreed by the parties hereto that the terms and provision of all grants obtained by either party for improvement of the facilities are subject to this Agreement and must be approved and agreed to by both parties.

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18. REVENUES

Any and all revenues generated by City programs at the aforementioned site shall be utilized to offset the costs of conducting the programs.

19. NOTICES

All notices herein required shall be in writing and delivered in person or sent by first class mail, postage prepaid, addressed as follows:

CITY OF REDLANDS
Community Services Department
P.O. Box 3005
Redlands, CA 92373

REDLANDS UNIFIED SCHOOL DISTRICT
Business Services
P. O. Box 3008
Redlands, CA 92373

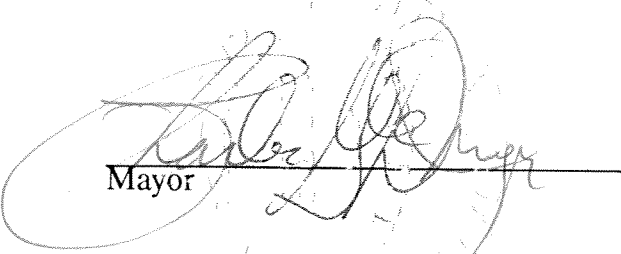
20. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties hereto, and said Agreement can only be amended by written Agreement executed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first hereinabove written.

CITY OF REDLANDS

REDLANDS UNIFIED SCHOOL DISTRICT

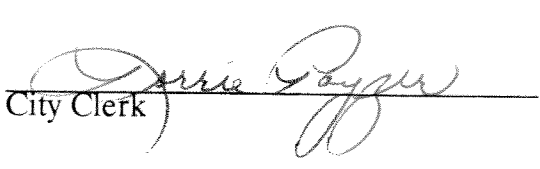


Mayor



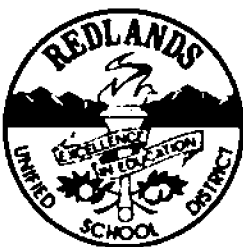
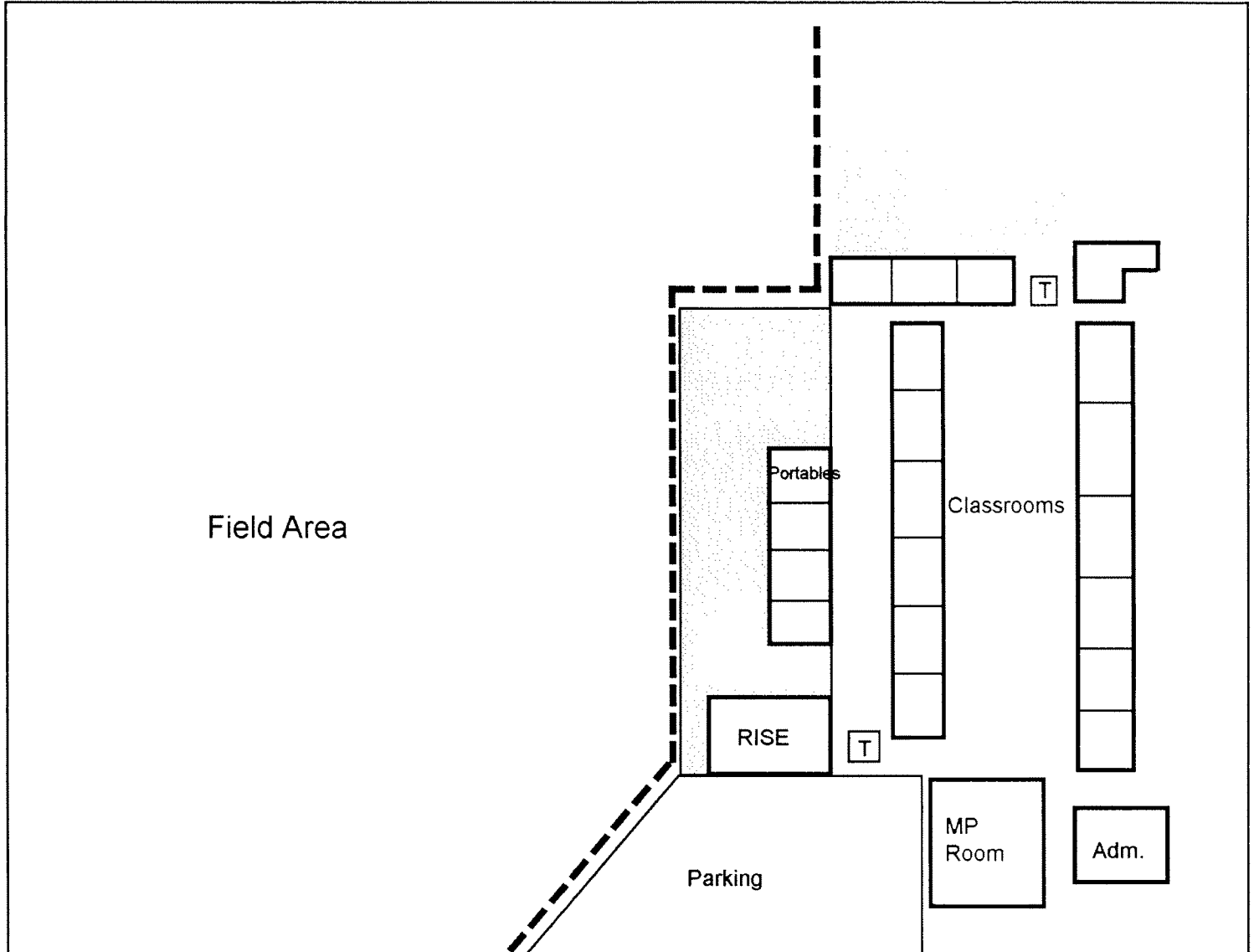
Board of Education/Designee
Donald E. Stark
Assistant Superintendent

ATTEST:



City Clerk

DATE: July 20, 1993



Orangewood High School

----- Field Area