

CI, OF SANTA ANA - SANTA ANA SCHOOL BOARD
RECREATIONAL FACILITIES AGREEMENT

1 THIS AGREEMENT, made and entered into by and between the City of Santa Ana,
2 a municipal corporation, hereinafter referred to as "City," and the Santa Ana
3 Unified School District, hereinafter referred to as "District."

4 W I T N E S S E T H :

5 WHEREAS, the Spurgeon Intermediate School is located within the City of
6 Santa Ana; and

7 WHEREAS, maximum enjoyment, benefit and use of the property for public
8 interest would best be obtained by the construction and maintenance of two
9 lighted softball fields, one lighted baseball field, two double tennis courts,
10 a toddler play area, picnic pads, two drinking fountains and parking facilities.

11 NOW, THEREFORE, it is agreed by and between the City and the District as
12 follows:

13 DISTRICT WORK STATEMENT

14 1. To obtain all construction and architectural drawings, Office of
15 Architectural Construction approvals, in compliance with Public Works, and Park
16 and Recreation approval.

17 2. To supervise and control contract bids and construction inspections.

18 3. To submit detailed cost estimates not to exceed One Hundred Fifty Eight
19 Thousand (\$158,000.00) Dollars for approval and actual contract award for
20 reimbursement by City on abovementioned Items 1 and 2.

21 4. To be financially responsible for the maintenance of the entire land-
22 scaped area, to include mowing, watering, trimming and hedging.

23 5. To be financially responsible for the installation of the required
24 irrigation system, grading, and turfing of the entire recreational area.

25 6. To be financially responsible for providing parking space for seventy
26 three (73) vehicles.

27 CITY WORK STATEMENT

28 1. To be financially responsible for the construction drawings, contract
29 awards not to exceed One Hundred Fifty Eight Thousand (\$158,000.00) Dollars.

30 2. To be financially responsible for the lighting of one baseball field,
31 and two softball fields, and to include the construction supervision of said
32 lighting.

*C: School Dist.
Park Dept.
3-15-73*

1 3. To install two (five-eight) tiered bleachers on the baseball field and
2 two (three-five) tiered bleachers on each softball field.

3 4. To provide two softball field backstops and one baseball field backstop.

4 5. To provide appropriate picnic pads, all toddler play equipment in park
5 area, and two drinking fountains.

6 6. To install two double tennis courts complete with fencing.

7 7. To install vandal proof lights and stainless-steel fixtures in restrooms.

8 8. To install required asphalt concrete paving around the bleacher area
9 and walks.

10 9. To provide the installation and maintenance of brickdust infields, and
11 maintenance of the ball field lights.

12 10. To assist in a secondary capacity in the park landscaping and park
13 maintenance (extraordinary or specialized landscaping and/or maintenance).

14 11. To provide additional parking facilities for twenty seven (27) vehicles.

15 I

16 District shall have full use and control of the recreational fields and
17 related facilities during each school day of the year until 6:00 p.m. District
18 may reserve said fields by receiving advance approval from the city's Recreation
19 Department five calendar days prior to District's scheduled event.

20 II

21 City shall have full use and control of the recreational fields and related
22 facilities each non-school day and each evening and night of the year for its
23 use commencing at 6:00 p.m. All functions shall cease at the applicable curfew
24 time.

25 III

26 District shall conduct all maintenance work on the fields during that part
27 of the year when regular school classes are being conducted except that district
28 shall mow the grass year out. City shall conduct all other maintenance work
29 during that part of the year when no regular classes are being conducted.

30 IV

31 District shall make available maintenance equipment to the City in good
32 and working condition.

V

1 District shall mow the lawns on all fields at lease once a week unless
2 otherwise requested or consented by the City.

3 VI

4 City hereby agrees to replace and maintain all light bulbs and tubes as
5 replacements are needed.

6 VII

7 Upon request said recreational facilities shall be lighted for District at
8 pro rated costs for scheduled events.

9 VIII

10 Each user of the recreational fields hereby agrees to be responsible for
11 all cleanup of the area upon completion of their respective use of the fields.
12 This cleanup shall include the area of the baseball fields and seating facilities
13 to include but not limited to the pickup and removal of trash and litter.

14 IX

15 The City shall repaint seating facilities whenever such need exists.

16 X

17 Each user of the fields and facilities hereby agrees to provide adequate
18 supervision and insurance for all functions which it shall have planned.

19 XI

20 Either party may terminate this agreement by providing six month's written
21 notice to the City Manager of the City of Santa Ana or the District Superintendent
22 of the Santa Ana Unified School District.

23 XII

24 In the event District terminates this agreement any time within ten years
25 of date of execution, District shall be responsible for termination costs to
26 equal City's construction costs, at a pro rated share of Fifteen Thousand Eight
27 Hundred (\$15,800.00) Dollars per year for every year preceding the tenth
28 anniversary of execution of this agreement.

29 XIII

30 Should the district desire to construct any buildings or improvements on the
31 areas referred to in this agreement, advance notice of at least sixty (60) days
32 must be given in writing to the City.

XIV

1 District further covenants and agrees to protect, keep and hold City harm-
2 less from all actions, claims or demands for damages of any kind or character or
3 whatever which may in any fashion be caused by the acts of District, or result
4 from the default, carelessness or neglect of District, foreseeable or not, his
5 agents, employees, or associates in the prosecution of their work and shall
6 refund to City all sums which it may be obliged or judged to pay on such claims
7 or demands within additional insured on District's insurance policy.

8 City further covenants and agrees to protect, keep, and hold District harm-
9 less against all actions, claims or demands for actions of any kind or character
10 whatever, which may in any fashion be caused by the acts of said city, fore-
11 seeable or not, his agents, employees or associates in the prosecution of their
12 work and shall refund to District all sums which it may be obliged or adjudged
13 to pay on any such claims or demands within a reasonable time after demand
14 thereof. City shall indemnify District for and save harmless from all claims
15 and liabilities, actions, and causes of actions, and from all costs, charges,
16 and expenses incurred in defending such suits and actions. City shall name
17 District as an additional insured on City's liability insurance policy.

18 XV

19 This agreement is made between the City and the District. Neither party
20 shall assign, transfer, sub-lease, pledge, surrender, or otherwise encumber or
21 dispose of this agreement or any interest of any portion of the same or permit
22 any other organization or person to occupy the premises.

23 District shall provide a water outlet and sufficient water (at District
24 cost) for the irrigation and cleaning of said facilities.

25 Nothing in this agreement shall restrict or otherwise affect use of the
26 facilities pursuant to Education Code Section 16551 and 16566.

27 XVI

28 In the event any dispute arises as a result of this Agreement, said dis-
29 putes shall be resolved by a representative selected by the Superintendent of
30 Schools, a representative selected by the City Manager and a non-partisan
31 third party consented to by both parties.

32 /

1 DATED this 6th day of August, 1973.

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ATTEST: CITY OF SANTA ANA, a Municipal Corporation

By: *David M. Hunt, Asst. Clerk* By *Jerry Patterson*
CLERK OF THE COUNCIL Jerry Patterson, Mayor

DATED this 26th day of June, 1973.

SANTA ANA UNIFIED SCHOOL DISTRICT

By: *Chad Kenney* By *Richard Irons*
SECRETARY TO THE BOARD Richard Irons, D.D., President

APPROVED AS TO FORM:

James A. Withers
James A. Withers
City Attorney

Irvine Black
Irvine Black
Deputy County Counsel

3A

11 01 - 111
12/5/88

AGREEMENT BETWEEN THE SANTA ANA UNIFIED SCHOOL DISTRICT
AND THE CITY OF SANTA ANA FOR INSTALLATION OF
ADDITIONAL FENCING AT SPURGEON INTERMEDIATE SCHOOL

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

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

Recitals:

A. Spurgeon Intermediate School, a property owned by DISTRICT is utilized by the CITY for a variety of recreational programs including soccer and softball;

B. Spurgeon Intermediate School also houses a small park-type playground area and parking facilities which are used by both the DISTRICT and the CITY;

C. The maximum enjoyment, benefit, and security of patrons of both DISTRICT and CITY purposes at Spurgeon Intermediate would be enhanced by additional fencing, herein after referred to as the "PROJECT;"

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

WHEREFORE, and 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 design and construct the fencing as identified on attachment "A."

B. DISTRICT agrees that DISTRICT shall maintain DISTRICT property in and around the fencing in an acceptable condition.

C. DISTRICT agrees to permit the CITY to provide after-school programs in a manner pursuant to existing and/or future agreements between the DISTRICT and CITY regarding recreational use of Spurgeon Intermediate School facilities.

2. Scope of CITY's Obligations

A. CITY shall be financially responsible for the reimbursement to the DISTRICT of 50% of the construction cost of the PROJECT as above described.

3. Scheduling

A. The DISTRICT and CITY shall maintain existing procedures and practices for the use of the Spurgeon Intermediate School facilities.

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

4. Cleanup and Maintenance

A. DISTRICT and CITY hereby agree to be responsible for all cleanup at the Spurgeon Intermediate School facility pursuant to conditions of existing contracts between the two agencies regarding use of these facilities.

5. Hold Harmless

A. The DISTRICT shall indemnify and save harmless the 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.

B. The 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, 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.

6. 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.

7. 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.

8. Laws Governing this Agreement

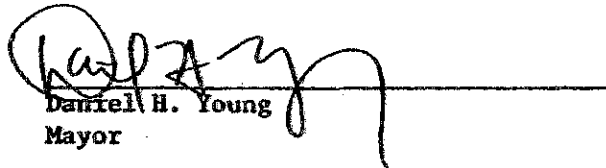
This Agreement shall be governed by and construed in accordance with the laws of the State of California. Nothing in this Agreement shall restrict or otherwise effect use of the PROJECT pursuant to Education Code Sections 16551 and 16566.

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

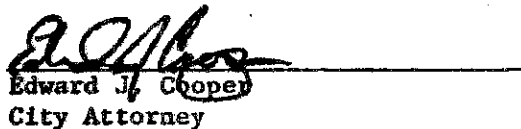
ATTEST


Janice C. Guy
Clerk of the Council

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


Daniel H. Young
Mayor

APPROVED AS TO FORM:

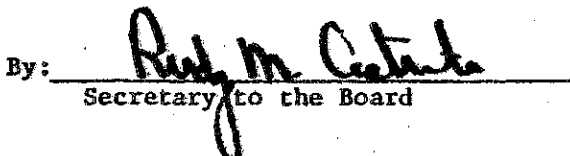

Edward J. Cooper
City Attorney

"CITY"

APPROVED AS TO CONTENT:

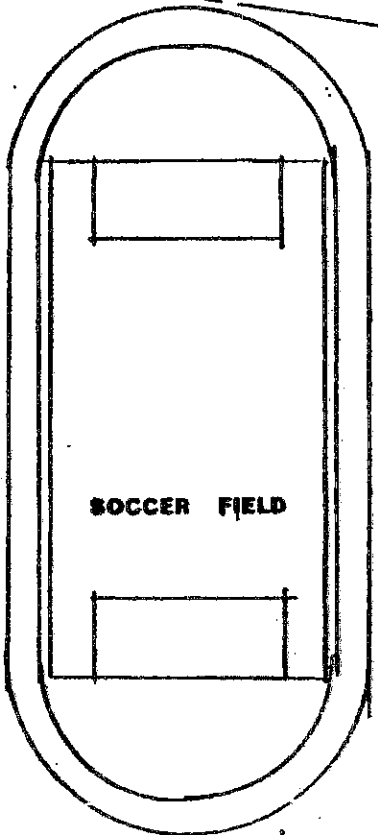

Jim C. Roberts
City Manager

SANTA ANA UNIFIED SCHOOL DISTRICT

By: 
Secretary to the Board



SANTA ANA RIVER



SOCCER FIELD

EXISTING 6' CHAIN LINK FENCE

BALLFIELD



PROJECT LOCATION

12' CHAIN-LINK FENCE



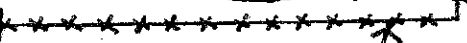
BALLFIELD

SPURGEON INTERMEDIATE SCHOOL

SERVICE GATE

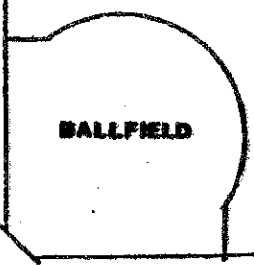


BUILDING

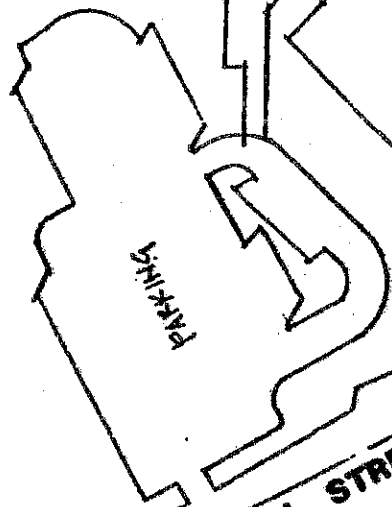


PROJECT LOCATION

6' CHAIN-LINK FENCE



BALLFIELD



PARKING

FAIRVIEW STREET

FIFTH STREET