

C-2114

JOINT POWERS AGREEMENT

WHEREAS, the Newport Beach Department of Parks, Beaches and Recreation, hereinafter referred to as "CITY", and the Newport-Mesa Unified School District, hereinafter referred to as "DISTRICT" are both authorized to organize, promote and conduct programs for community recreation; and

WHEREAS, the DISTRICT has facilities and grounds available for community recreation on the campuses of the schools maintained by said DISTRICT; and

WHEREAS, it is desired that the CITY have priority to use said facilities when such facilities are not being used by the DISTRICT for educational purposes, use of school facilities will be permitted in the following order of priority:

1. Regular school programs, including Summer School activities.
2. CITY sponsored and/or school connected youth programs, e.g., Harbor Area Baseball Program.
3. Other youth activities
4. CITY adult programs
5. Other adult programs

NOW, THEREFORE, IT IS AGREED that cooperative use shall be made according to the following:

1. The DISTRICT will make available its facilities and grounds, with the necessary equipment and appurtenances for community recreation on all of its campuses upon proper request from the CITY, subject to the conditions noted herein.

CITY agrees to grant to DISTRICT, upon application, the use of any recreational facility, area, maintenance service, or equipment owned by the City of Newport Beach which the DISTRICT may require in connection with its public school program, provided the use of such recreational facility, area, maintenance service, or equipment for public school purposes shall not interfere with its use by the CITY for community recreational purposes.

2. Such DISTRICT facilities will be made available as long as the use in no way conflicts with the use of the DISTRICT'S buildings, grounds or equipment for school purposes or interferes with the regular conduct of school work. The DISTRICT reserves the right to cancel the use of its facilities upon seven (7) working days notice when such planned use is considered to be in conflict with the use of such facilities for school purposes.

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3 3. All requests for use of facilities of the DISTRICT are
to be made by the CITY on forms provided by the DISTRICT.

4 4. All requests for use of facilities and/or equipment of
5 the CITY are to be made by the DISTRICT on forms provided by the
CITY.

6 5. The DISTRICT is to be informed, in writing, of all
7 policies and procedures of the CITY's operations insofar as they
relate to the use of the DISTRICT'S facilities.

8 6. The CITY is to be responsible for enforcing the
9 DISTRICT's policies, procedures and rules relative to its use of
10 the DISTRICT's facilities as determined by the Board of Education
in DISTRICT Rule and Regulation No. 7410.

11 7. As the DISTRICT develops facilities on its campuses, its
12 facilities shall first provide and assist in the instructional
program and second, add to the CITY's program development.

13 8. All requests for use of facilities and equipment of the
14 DISTRICT shall be in the office of the Business Manager not less
than ten (10) working days before such use.

15 9. The DISTRICT agrees to provide at a mutually agreed upon
16 rate all custodial services, maintenance and operations costs
for the DISTRICT facilities.

17 10. In the event the DISTRICT enters into a like or similar
18 agreement to this agreement with the City of Costa Mesa, they
19 shall provide in said agreement that the City of Costa Mesa shall
20 be restricted to reserving facilities within their municipal
21 boundaries and that the City of Costa Mesa shall cooperate with
22 the CITY in scheduling use of the DISTRICT stadium and the
23 DISTRICT olympic swimming pool. With the exception of the above
facilities, it is further agreed that the CITY shall restrict its
facility use requests to those DISTRICT facilities located within
the boundaries of the CITY. It is agreed that such cooperation is
for the purpose of resolving any possible conflicts in the use of
the facilities of the DISTRICT by either the CITY or the City of
Costa Mesa.

24 11. The CITY shall present to the DISTRICT, through the
25 Superintendent of the Newport-Mesa Unified School District, a
projected annual program for the use of facilities of the
DISTRICT.

26 12. The CITY shall provide the DISTRICT with an annual
27 report which shall identify the groups served, the type of program
28 conducted and the actual cost of operation of CITY programs on
DISTRICT facilities on or before July 10 for the previous fiscal
year.

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3 13. The CITY shall select and provide all paid or voluntary
4 personnel necessary to conduct CITY recreational activities upon
5 DISTRICT facilities.

6 14. If a charge is made in any form, even to cover expenses
7 for a recreation activity on a DISTRICT facility, advance approval
8 shall be secured from the DISTRICT. Such funds received shall
9 remain with the CITY to be used to help defray the cost of the
10 recreation activity. Such charges shall not preclude any boy or
11 girl from participation in the program strictly because of lack of
12 funds.

13 "No events for which an admission price is charged
14 shall be held pursuant to Chapter 10 of the
15 Education Code of the State of California (commencing
16 at Section 10900), except amateur athletic contests,
17 demonstrations or exhibits and other educational and
18 non-commercial events."

19 15. The DISTRICT shall provide the CITY with summer
20 maintenance schedules well in advance. It is agreed that such
21 cooperation is for the purpose of alleviating any possible
22 conflicts in the use of the facilities and negating any incon-
23 venience to the citizens of the community.

24 16. The DISTRICT shall provide reasonable office space at
25 swimming pool locations to the CITY during summer months. It is
26 further agreed that the DISTRICT shall provide reasonable storage
27 facilities to the CITY on a year round basis.

28 17. The CITY shall be responsible for the installation and
operational charges assessed for additional telephones installed
on a DISTRICT facility for use by the CITY.

18 18. All expendable supplies shall be provided by the
19 CITY.

20 19. The CITY shall be financially responsible for damages or
21 losses to DISTRICT facilities and equipment beyond fair wear and
22 tear during the use by the CITY, and the DISTRICT shall be
23 financially responsible for damages or losses to CITY facilities
24 and equipment during use by the DISTRICT.

25 20. CITY agrees to protect, indemnify and hold harmless the
26 DISTRICT, its Board Members, officials and employees from any and
27 all claims, demands, liabilities and obligations of whatsoever
28 nature, including attorneys fees and court costs arising out of or
in connection with any negligent act or omission of CITY or the
occupancy or use of the leased premises or any part thereof by
CITY or directly or indirectly from any state or condition of the
premises or any part thereof arising out of the operation and
maintenance of the leased premises.

CITY further agrees that DISTRICT shall not be liable at
any time for any loss, damage, or injury to the leased premises or
any person whomsoever at any time occasioned by or arising out of

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3 any negligent act or omission of the CITY, or directly or
4 indirectly from any state or condition of the leased premises or
5 any part thereof caused by any negligent act or omission of the
6 CITY.

7 This Agreement shall supersede all previous agreements and be
8 a continuing Agreement in force and effect from the date of
9 execution by the last party to execute same and shall continue
10 from year to year until its termination. Said Agreement may be
11 terminated by either party upon thirty (30) days prior written
12 notice.

13 IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be
14 executed by the Mayor of the City Council of the City of
15 Newport Beach, acting as the governing board of the Parks, Beaches
16 and Recreation Department, attested by its Clerk thereunto duly
17 authorized, and the DISTRICT has caused this Agreement to be
18 executed by its Board of Education on the date written opposite
19 their signatures.

20 Dated: 2-25, 1987

CITY OF NEWPORT BEACH

21 ATTEST:

By: 

Mayor, City of Newport Beach

22 By: Wanda E. Raggio
23 City Clerk, City of Newport Beach

24 Dated: January 13, 1987

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

25 By: Kenneth L. Wayman

Jim DeBorja

Forrest K. Weyer

Tom Wilcox

Bruce Woodman

Judith Francis
Bill Miller

Members, Board of Education