



AGENDA
PARKS AND RECREATION COMMISSION
of the
CITY OF HANFORD

COUNCIL CHAMBERS
400 N. Douty St.
5:30 PM, Monday, September 12, 2016

CALL TO ORDER

ROLL CALL

FLAG SALUTE

PUBLIC COMMENT

*This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Commission. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. A maximum of **five minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

- A. Approval of Minutes of Parks and Recreation Meeting of August 8, 2016**
- B. Adult Sports, Aquatic/Skate Park, Longfield, Facility Manage. & Special Events/Promo**
- C. Parks Division August Staff Report**
- D. Approval of Teen Center, Youth Services, Senior Center and Adult and Special Populations**

GENERAL BUSINESS

1. Discussion - City Council Study Session of August 16, 2016; Indoor Recreation Facility

- A) Youth Sports Participation Numbers
- B) Lease Agreements with JFK and Woodrow Wilson Schools

STAFF COMMUNICATION

COMMISSIONERS ITEMS OF INTEREST

ADJOURNMENT

STAFF REPORTS

Materials related to an item on this Agenda submitted to the Parks & Recreation Commission after distribution of the agenda packet are available to public inspection in the Parks & Recreation Office located at 321 N. Douty Street, Hanford, California 93230, during normal business hours. Such documents are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post documents before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Parks & Recreation office, 559-585-2525, 321 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



**AGENDA
STAFF REPORT**

MEETING DATE: 9/12/2016	AGENDA SECTION: A
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SUBJECT:

Approval of Minutes of Parks and Recreation Meeting of August 8, 2016

FISCAL IMPACT:

ATTACHMENTS:

2016 - 08 - MINUTES - Aug 8

MINUTES
HANFORD PARKS AND RECREATION COMMISSION
REGULAR SESSION
August 8, 2016

Parks and Recreation Commissioner WILLIS called the Regular Meeting to order in the Hanford Council Chambers, 400 N. Douty Street, Hanford, California at 5:34 p.m.

PARKS & RECREATION COMMISSION MEMBERS PRESENT

FORTE, SCHWARTZ, STODDARD, WILLIS

PARKS & RECREATION COMMISSION MEMBERS ABSENT

SHOOP

ADVISORY MEMBERS PRESENT

Parks Superintendent Dias

ADVISORY MEMBERS ABSENT

Parks and Recreation Director Miller
 Council Member Ramirez

STAFF PRESENT

Recreation Supervisor Chavez, Recreation Supervisor daSilva, Administrative Technician Venegas

PUBLIC COMMENT

Any person may directly address the Commission at this time on any item on the agenda, or on any item that is within the subject matter jurisdiction of the Commission. A maximum of five (5) minutes are allowed for each speaker.

Commissioner WILLIS opened the floor for any public comment.

Dennis Hamm, Hanford expressed concern of tree branch growth surrounding street lights within the downtown area. He addressed the park bench on the sidewalk at the civic grounds with a large advertisement on it. The last issue he addressed was a motorhome parked at the Centennial Drive Softball Complex parking lot and stated the motorhome has been at that same location for several weeks.

Superintendent Dias stated the park bench was placed on the sidewalk by KART; staff has contacted KART and informed the agency of the downtown policy standard that must be followed and the agency is complying with the downtown policy standards. In regards to the motorhome issue, he stated Hanford Police Department was dispatched to the area and they informed the owner to remove the motorhome from the location and the motorhome owner has complied.

CONSENT CALENDAR

All Items listed under the Consent Calendar are considered routine and will be enacted by one motion. For discussion on any item on the Consent Calendar, it will be removed at the request of any member of the Commission or any person in the audience and made a part of the regular agenda.

- Item 1, pulled from the Consent Calendar at the request of Commissioner SCHWARTZ.

- Item 2, pulled from the Consent Calendar at the request of Commissioner STODDARD.

Motion was made by Commissioner FORTE, seconded by Commissioner STODDARD, to approve Items 3, 4 and 5 of the consent calendar with the exception of items 1 and 2. Motion carried by the following vote.

AYES: FORTE, STODDARD, SCHWARTZ, WILLIS
 NOES: NONE
 ABSTAIN: NONE
 ABSENT: SHOOP

1. **Parks and Recreation Commission Meeting Minutes of June 2016.**

Commissioner SCHWARTZ stated he pulled Item 1 from the consent calendar due to his absence at the Parks and Recreation Commission meeting of June 2016.

Motion was made by Commissioner WILLIS, seconded by Commissioner FORTE, to approve Item 1 of the consent calendar. Motion carried by the following vote.

AYES: WILLIS, FORTE, STODDARD
 NOES: NONE
 ABSTAIN: SCHWARTZ
 ABSENT: SHOOP

2. **Parks and Recreation Commission Special Meeting Minutes of July 2016.**

Commissioner STODDARD stated he pulled Item 2 from the consent calendar due to his absence at the Parks and Recreation Commission Special meeting of July 2016.

Motion was made by Commissioner WILLIS, seconded by Commissioner FORTE, to approve Item 2 of the consent calendar. Motion carried by the following vote.

AYES: WILLIS, FORTE, SCHWARTZ
 NOES: NONE
 ABSTAIN: STODDARD
 ABSENT: SHOOP

3. **Approved Updates of Parks, Sports Field, Median, Downtown LAD's and Urban Forest**
4. **Approved Updates of Teen Center, Youth Services, Senior Center and Adult and Special Populations**
5. **Approved Updates of Sports, Aquatics/Skate Park, Longfield Center, Community Garden, Facility, Events and Promotions.**

GENERAL BUSINESS

1. **FACILITY HOST FEE INCREASE REPORT**

Recreation Supervisor da Silva gave a brief review of Facility Host fee increase. He stated after careful review of facility expenses and present and future state mandated minimum wage increase, staff recommends facility host rental fees to be increased to help recover staff cost. The minimum wage increase will increase the Parks and Recreation budget by approximately \$5,000 and is expected to continue to increase throughout the upcoming years. The proposed Facility Host fee increase is estimated to cover the proposed minimum wage increase for host working the events.

Motion was made by Commissioner STODDARD, seconded by Commissioner FORTE, to recommend to council the Facility Host fee increase with an amendment to the closest quarter. Motion carried by a 4 to 0 vote.

STAFF COMMUNICATIONS

Recreation Supervisor Chavez gave a brief review of current and upcoming Teen, Youth, Senior, Adult and Special Population activities.

Recreation Supervisor da Silva gave a brief review of current and upcoming Events.

Parks Superintendent Dias gave a brief update of present and future Park Maintenance.

COMMISSIONERS ITEMS OF INTEREST

There were none.

ADJOURNMENT

At 6:10 p.m., Commissioner WILLIS adjourned the Hanford Parks and Recreation Commission meeting.

Respectfully Submitted,

Betty A. Venegas
Administrative Technician



**AGENDA
STAFF REPORT**

MEETING DATE: 9/12/2016	AGENDA SECTION: B
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SUBJECT:

Adult Sports, Aquatic/Skate Park, Longfield, Facility Manage. & Special Events/Promo

FISCAL IMPACT:

ATTACHMENTS:

September 2016 Commission Report

2016 Fall Softball Flyer

Church League 2016

2016 Ren Faire Flyer

Toy Collection Tournament 2016

CITY of HANFORD
Hanford Park & Recreation Department
Commission Report / Monday, September 12th

Sports

Tournaments to take place at the Adult Softball Complex for August: N.A.S. on September 3rd, 4th, 17th & 18th.

Fall City Adult Men's and Coed Softball League begin the week of September 26th.

Summer Church League begins their league games the week of September 15th.

Aquatics & Skate Park

The Plunge is only open on Saturdays in September.

- Saturday: 12pm – 4pm & 6:15pm – 8:30pm

Last day of operations for the Plunge will take place on Saturday, September 24th.

Private parties continue to take place at the Plunge.

“All American Swim Club – TNT” has reserved the Plunge for their practices for the month of September and October.

Longfield Community Center & Community Garden

Hall of Fame will take place on Saturday, September 24th at 11:30am.

Community Food Bank takes place on the 1st Wednesday of the Month at the Longfield Center from 9:30am to 12pm.

Bids are being collected for Longfield Center Music Studio project.

A new Computer programming course will take place soon at the Longfield Center

OVERVIEW

Programming is the most important and underdeveloped skill in California today. Hundreds of online courses teach it for free; however, kids who are never exposed to programming are never motivated to seek them out and start college at a big disadvantage. This program is intended to start addressing this gap.

PURPOSE

Expose kids in Hanford to programming.

<http://www.sacbee.com/news/local/education/article67095957.html>

APPROACH

The program will run for 12 weeks and meet every other Saturday for 4 hours per day to teach kids how to code using Karel. The instructor will use the materials from the “Stanford CS106A: Introduction to Programming” course lectures 1-4. During the sessions, food and small prize incentives will be provided.

FUNDING

This program is 100% funded via private donations and will require no additional resources outside of space to meet. House of Pray continues to take place on Sundays at the Center.

Facilities Management

New chairs for the Civic Auditorium were purchased from Building Maintenance.

The Hanford Civic Auditorium reservations continue to grow as we are booked every weekend in 2016 and are taking reservations for 2017. Weekday reservations continue to grow as local organizations and businesses use the Civic for their trainings and seminars.

Community Events/Promotions

September 24th – **Longfield Hall of Fame** at 12pm / Free / Longfield Center

October 1st & 2nd – **38th Annual Renaissance of Kings Faire** / 10am – 5pm / Free / Civic Park

October 15th – **MELCO Dance** / TBA

October 28th – **Halloween Friday Night Fun** / 6:30pm – 8:45pm / Free / Longfield Center

November 19th – **Toys-4-Kids Softball Tournament** at 9am / \$125 per team + 1 unwrapped toy per player / Hanford Softball Complex

December 17th – **Breakfast with Santa and Toy Giveaway** at 8am – 12pm / Free / Longfield Center

December 31st – **Rockin' New Year Eve** / TBA

Respectfully Submitted by Armando M. da Silva, Recreation Supervisor

HANFORD PARKS & RECREATION

Adult Softball

FALL League

COED, MEN'S & SENIOR'S

Deadline for Rosters/Registration

Tuesday, September 20, 2016

Cost

\$420.00 Per Team

(Due at time of registration)

10 Game Season

League Play begins

Week of Sept. 26, 2016

Monday - Thursday League



RECREATION LEAGUE: TBD

SENIOR 50+ SUMMER LEAGUE: TBD

ROSTERS AVAILABLE AT THE PARKS AND
RECREATION DEPARTMENT AT 321 N. DOUTY ST. SUITE B

QUESTIONS? Contact Junior Perreira
at 974-6625 or 582-6170



COED FELLOWSHIP LEAGUE

SOFTBALL LEAGUE

FALL 2016



Thursday Nights

Begins: September 15, 2016

\$340 per team

Payable at the Hanford Parks
& Recreation Department Office.

Roosters available at P&R Office!

Deadline: Tuesday, September 6th

Total of 8 Games / Space is Limited!

Season ends November 3, 2016

Weather may prolong season. Make up games will be scheduled at a later date.

Fellowship League Supervisor: Calvin Hakker: 559.639.8161

Coaches Meeting on Thursday, September 8, 2016

Hanford Parks & Recreation: Junior Perreira: 559.585.2525

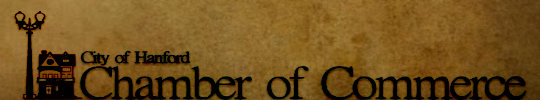
38th Annual Renaissance of Kings Faire

OCTOBER 1, 2016 / 10 A.M. - 6 P.M. & OCTOBER 2, 2016 / 10 A.M. - 5 P.M.



FREE ADMISSION & FREE PARKING / FUN FOR THE WHOLE FAMILY!

HANFORD CIVIC PARK • DOWNTOWN HANFORD • 400 N. DOUTY STREET, HANFORD, CALIFORNIA • 559.585.2521



Adult Men's & Coed Softball Tournament

TOYS - 4 - KIDS

To Benefit the Longfield Center Christmas Toy Giveaway Program

\$150 PER TEAM + ONE (\$10) TOY PER PLAYER

Saturday, November 19, 2016 Tournament Begins at 9 a.m.
If the weather permits

City of Hanford Adult Softball Complex, 1226 Centennial Dr. Hanford, CA



2015 Champions / "Get Lucky"

Registration Fee Includes

Umpire Fee / 1st & 2nd Place T-Shirts / Double Elimination Tournament

Registration: Registration begins October 3, 2016, Monday through Friday, 8 a.m. - 5 p.m. at the Hanford Parks & Recreation Office, 321 N. Douty Street, Suite B

Roster: A minimum of 10 players and a maximum of 15 on the official roster

TOURNAMENT WILL BE OPERATED UNDER HANFORD PARKS & RECREATION SOFTBALL LEAGUE RULES. TO OBTAIN A COPY OF THE HANFORD PARKS & RECREATION RULES, PLEASE CALL THE NUMBER BELOW TO REQUEST ONE.

Home Run Derby: 1 p.m. on field 5 / \$5 per player / May use own Pitcher

Winner wins 1/2 of Home Run Derby fee

*Tournament Players ONLY!

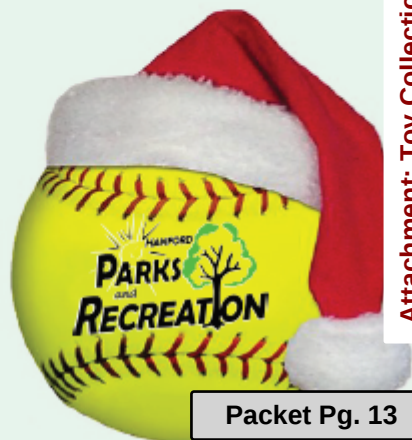
Hanford Parks & Recreation Department

321 N. Douty Street, Suite B, Hanford, CA 93230

559.585.2525 / adasilva@cityofhanfordca.com



www.cityofhanfordca.com



Packet Pg. 13



**AGENDA
STAFF REPORT**

MEETING DATE: 9/12/2016	AGENDA SECTION: C
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SUBJECT:

Parks Division August Staff Report

RECOMMENDATION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Park Division Staff Report August '16

Park Division Staff Report August '16

- ✓ Mow Civic / Courthouse Parks and Sports Fields weekly
- ✓ Median Island Herbicide Application, litter clean up and irrigation repair
- ✓ Perform weekly inspections of the Landscape Assessment District Landscapes
- ✓ Plunge – rebuilt slide pool filtration pump
- ✓ Playgrounds – replenished soft fall to all neighborhood parks
- ✓ Freedom Park – repaired mainline, sprinklers and adjusted sprinklers
- ✓ Centennial Park – repaired mainline and repaired damaged zone wires
- ✓ Courthouse – excavated along foundation for leak in to basement
- ✓ YAC – applied ant bait to eliminate ant infestation
- ✓ YAC Baseball – aerated baseball fields and re-seeded upper east field
- ✓ YAC – completed installing bark to entire parking lot
- ✓ YAC Football – irrigation repairs sprinklers and valve not operating
- ✓ Lacey Park – repaired damage due vandalism in the womens restroom
- ✓ Rotary Field – repaired irrigation mainline and sprinklers
- ✓ Train Station – pressure washed sidewalks

- ✓ 10th Avenue – trimmed sycamore trees south of Grangeville Blvd to 198 overpass
- ✓ Community Garden – refuse enclosure project completed
- ✓ Centennial Park – concrete sidewalk installation project has been awarded
- ✓ Lacey Park – installed new ADA compliant restroom doors
- ✓ Landscape Assessments – performed tree pruning at multiple locations



**AGENDA
STAFF REPORT**

MEETING DATE: 9/12/2016	AGENDA SECTION: D
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SUBJECT:

Approval of Teen Center, Youth Services, Senior Center and Adult and Special Populations

FISCAL IMPACT:

ATTACHMENTS:

Susie's Report September 2016

Monthly Parks and Recreation Report

Susie Chavez, Supervisor

Divisions -1719-Youth Services- 1720-Adult & Special Populations

September 7, 2016

Teen Center/Youth Activities (Division 1719)

1. Summer is over and our back-to-school activities are in full swing. Several monthly classes and special events are being offered such as cheer, Step dance, T-ball, Holiday Dance Party and a Girls Pajama Party.
2. Elementary school CST Jam Field Trips are currently being booked. Some schools have booked their trips for the entire year. To date we have 11 for November, 5 for December and 13 for the month of March.
3. Registration for our annual Fall Toddler T-ball (which begins on Saturday, September 24th) is going great. The fall season is generally smaller than our spring season. We will have 4 teams and accept approximately 56 ball players. To date we have 45 registered players and still have two weeks of registration to go before the program begins.
4. The Fall Cheerleading class begins on Wednesday, September 14th and currently has 32 students enrolled. We have a new cheer instructor. This season the class will be taught by Gina Lewis Young who comes to us with much experience. She has taught at the high school level and participated in cheer competitions.



Senior Center, Adult & Special Populations (Division 1720):

1. Our first monthly community food bank was a success. Held at the Longfield Community Center, this project is sponsored by the KCCOA and Feed America. Over 12,000 pounds of fresh produce was given to the over 200 local families who participated in this much needed event. This program will continue monthly on the first Wednesday of each month. The Longfield Center was chosen as a site to provide a safe, clean, sheltered space throughout the year. No income requirements are needed to participate in this program.
2. Friday, September 16th is the annual Senior Day at Burris Park. The Senior Center will once again have an information booth on site. We will also have our new Boomer Zumba class doing a presentation during the event. This class is doing very well with 20 participants attending the Tuesday and Thursday morning and afternoon classes. The Kings County Commission on Aging is sponsoring this class.

3. The Shelly Baird Independent Living Program is back in session. This years' class students are scheduled to visit the Teen Center the first Tuesday of each month as a scheduled field trip for these special needs students.
4. On Saturday, November 5, 2016 from 1:00 p.m. to 3:00 p.m. at the Senior/Veteran's Center we will be offering a Women's Self Defense class. Cost of the class is \$15 per person. Space available for the first 25 registered. The class will cover awareness of your surroundings when out and about and what to do if you encounter a dangerous situation.
5. The Hanford Sentinel has done several feature stories on the activities here at the Senior Veterans Center. To date they have covered the Senior Bingo, Aerobics class (featuring instructor Gloria Duran) and the drop in activities such as pool, creative writing, free blood pressure checks and mentioned our new Boomer Zumba class and our Senior Water Aerobics class.
Gloria's aerobics class has picked up a few new participants due to these great news stories. Her class for the month of September is at 37. These great features have really helped to bring new awareness to the center and increase attendance. A huge "Thank you", to reporter Eman Shurbaji.





**AGENDA
STAFF REPORT**

MEETING DATE: 9/12/2016	AGENDA SECTION: 1
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SUBJECT:

Discussion - City Council Study Session of August 16, 2016; Indoor Recreation Facility

FISCAL IMPACT:

ATTACHMENTS:

Use Sports Participation Numbers

Lease Agreement - School



CITY of HANFORD

Hanford Parks & Recreation Department

321 North Douty Street, Suite B, Hanford, CA 93230 Office: 559.585.2525 Fax: 582-1152

Youth Sports Participation Numbers:

Hanford Youth Softball – ages 5 – 16, approximately 350 participants annually, 9 All-star teams

Hanford Youth Soccer – ages 3 – 18, approximately 1100 – 1200 participants annually, 3 month recreational season and 10 month competitive season

Hanford Youth Football – ages 5 – 14, approximately 350 – 375 participants annually

Hanford Youth Baseball – ages 4 – 12, approximately 730 – 750 participants annually, 120 All-star players annually

Hanford Babe Ruth – ages 12 – 18, approximately 110 – 125 participants annually

Hanford Wrestling Groups – ages 5 – 18, approximately 200 – 250 participants annually

Youth Volleyball – ages 8 – 18, approximately 120 participants annually

NJB Basketball – ages 5 – 14, approximately 360 – 370 participants annually

Hanford Youth Basketball – ages 4 – 14, approximately 260 – 270 participants annually

Attachment: Use Sports Participation Numbers (1664 : Indoor Rec)

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the **HANFORD ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as the "School District", and the CITY OF HANFORD, hereinafter referred to as the "City";

W I T N E S S E T H

WHEREAS, the School District and the City desire to enter into a Joint Powers Agreement under the authority of Government Code Section 6500 et. seq., and California Education Code Section 10900 et. seq., for the construction, operation, use and maintenance of certain sports facilities which will include a baseball diamond and field and related outdoor sports fields and a gymnasium for the mutual use and benefit of the pupils of the School District and all the citizens of the City and community of Hanford, under the covenants, conditions, restrictions, reservations and agreements hereinafter set forth;

NOW THEREFORE, BE IT AGREED as follows:

1. The School District, as part of a newly constructed Junior High School, which will front upon Florinda Street and will be constructed adjacent to Lee Richmond Elementary School, will construct certain sports facilities which will include a baseball diamond and field, related outdoor sports fields and a gymnasium (collectively "Sports Facilities"). The baseball diamond and field shall serve as the baseball diamond and field for the Hanford Babe Ruth Baseball League. The City shall set aside and pledge the sum of \$250,000.00 to be used towards the completion of the outdoor

sports fields including the baseball diamond and field. The \$250,000.00 amount shall be paid to School District by City within 10 days of the date of receipt by the City of written notice from the School District stating that the Notice of Completion for the Junior High School Project has been recorded with the Kings County Recorder's office.

2. The parties have heretofore agreed upon the general plan and design of the Sports Facilities. The School District shall have sole control over the work of constructing and developing the Sports Facilities including, but not limited to, the bidding process, the letting of contracts and the supervision of the work in progress. It is expressly understood and agreed by and between the parties hereto that the design and construction of the Sports Facilities is subject to the approval of and the control of the Office of the State Architect and the State Department of Education.

3. The School District shall construct and develop the Sports Facilities in compliance with all State laws and shall receive all necessary State approvals applicable to school sites and school buildings and facilities including, without limitation, those approvals required under California Education Code Sections 39000 et. seq.

4. Upon acceptance of a bid for construction of the Junior High School and Sports Facilities, the School district shall use its best efforts to commence construction and complete the Sports Facilities within a reasonable period of time. During construction, the School District shall have sole discretion, after reasonable consultation with the City, to make changes to the

Sports Facilities as the School District deems appropriate or as may be required by the Office of the State Architect or the State Department of Education.

5. The parties shall have possession and control of the Sports Facilities as follows:

(a) Weekdays During School Year

The City shall have exclusive possession and control of the Sports Facilities on weekdays (Monday through Friday) during the school year each day from 6:30 p.m. until 11:00 p.m., subject to the right of the School District to use the Sports Facilities under paragraph 5.d. below. The School District shall have the exclusive possession and control of the Sports Facilities during all other hours of each weekday during the school year.

(b) Summer, Holidays and Weekends

The School District and the City shall each have the right to exclusive possession and control of the Sports Facilities for at least one half the time during the summer when school is not in session, on weekend days (Saturdays and Sundays) when school is in session, and on legal holidays each year. Prior to October 1 of each year, the School District and the City shall negotiate a tentative calendar setting for the specific days on which each party shall have exclusive possession and control of the Sports Facilities during these summer, weekend, and holiday periods. In the event

that the School District adopts a "year-round" schedule for the Junior High School, the provisions relating to summer months above shall no longer be applicable.

(c) Cooperation and Communication on Scheduling

It is the intent of the School District and the City to avoid scheduling conflicts, to promote the widest reasonable use of the Sports Facilities by all the school children and citizens of the community, and to permit each party access to the Sports Facilities when not in use by the other party. To that end, the parties shall cooperate in good faith on scheduling events for the Sports Facilities and on communicating the various needs and desires of the respective parties for use of the Sports Facilities.

- (d) It is expressly understood and agreed by and between the parties hereto that California Education Code section 40040 and following require the School District to allow the public to use all school facilities, including the Sports Facilities which are subject of this Agreement. Pursuant to the provisions of California Education Code section 40040 et. seq., and subject to the limitations, restrictions, and conditions set forth therein, each party shall allow the appropriate use of the Sports Facilities by appropriate members of the public. Each party shall be responsible for

scheduling such uses during the times that it has the exclusive use of the Sports Facilities pursuant to the terms of this Agreement. City shall not allow any use of the Sports Facilities under this subparagraph which would be inconsistent with school purposes or which would violate any law or regulation restricting or limiting the use of public school property. School District shall provide to City a copy of (District policy and administrative regulations) on Civic Center Act use of school facilities, and City shall comply with the policy and with the regulations in allowing public use of the Sports Facilities under this subparagraph. In particular, City shall charge all appropriate use fees and shall require each user to provide appropriate insurance protecting the interests of School District and City.

6. The School District may draft reasonable rules and regulations governing the use and operation of the Sports Facilities and shall provide a draft thereof to the City for review and comment prior to final adoption.

7. Except as set forth herein, School District shall, at its sole expense, repair and maintain the Sports Facilities and shall keep the same in as good an order, condition and repair as when constructed, ordinary wear and tear and damage from the elements excepted. City shall, at its sole expense, repair any damages to the Sports Facilities which occur during the time City has

exclusive possession and control of the Sports Facilities under the terms of this Agreement.

8. As between the School District and the City, School District shall, at its sole expense, provide and pay for all janitorial services, refuse pick-up, sewer and water, and all electricity and gas related to the operation of the Sports Facilities, except that City shall pay all charges for electricity separately metered at the lighted baseball diamond. Any person or entity, other than the School District or the City, using the Sports Facilities shall be required to pay to the School District or the City, as the case may be, the expenses identified above and which are incurred while that person or entity is using the Sports Facilities. The amount of such expense payment will be determined by the party who is responsible for payment of those expenses hereunder. Such person or entity using the Sports Facilities will be required to pay said expenses regardless of which party hereto schedules the event.

9. Each party agrees to obtain and maintain at its sole expense and to provide evidence of public liability and property damage insurance providing for minimum liability coverage of \$1,000,000 for bodily injury or property damage arising from the use of the Sports Facilities during the time the party has exclusive possession and control of the Sports Facilities and during the time the party is using the facility under paragraph 5.(d) above. Such policy must provide insurance on an occurrence basis. Each such liability insurance policy obtained by one party shall name the other party and the other party's officers, agents, and employees, individually and collectively, as additional insured

with respect to all matters arising out of this Agreement. Such coverage for additional insured shall apply as primary insurance. Neither party's policy of liability insurance shall be cancelled, revoked, or changed without a minimum of thirty (30) days advance written notice given to the other.

The School District shall maintain, at its sole expense, fire and property damage and malicious mischief insurance on the Sports Facilities in an amount equal to its full replacement value. Said insurance shall contain a clause that the insured amount shall increase each year by a percentage equal to the increase in the U.S. City Average Consumer Price Index as determined by the U.S. Department of Labor. The School District shall promptly repair, restore or replace all or any portion of the Sports Facilities destroyed or damaged by fire or other cause. All of the proceeds from said insurance shall be used for said purpose.

10. The School District shall indemnify, defend and hold the City, its officials, officers, employees and agents, harmless from any and all loss, damage, or injury to any person or property using the Sports Facilities when it has exclusive possession and control, or for reason of anything done, permitted to be done, or omitted to be done by the School District, its officers, employees or agents. The City shall indemnify, defend and hold the School District, its officers, employees and agents, harmless for any and all loss, damage, or injury to any person or property using the Sports Facilities when it has exclusive possession and control, or for reason of anything done, permitted to be done, or omitted to be done by the City, its officers, employees or agents.

11. The failure of any party to this Agreement to take advantage of any default or breach of this Agreement by any other party shall not be or be construed as a waiver thereof nor shall any custom or practice which may have been created between the parties in the course of their relationship under this Agreement be construed to waive or lessen the right or any nondefaulting party to insist upon the performance by the defaulting party of any term, covenant, condition, restriction or reservation contained herein, or to exercise any rights of the respective parties on account of any such default. A waiver of particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

12. If any term, covenant, condition, restriction or reservation in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired or invalid.

13. All the provisions of this Agreement shall extend to, be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

14. Should this Agreement be in effect on a date forty (40) years from the date hereof, and should either party hereto desire to renegotiate any term or condition of this Agreement, the party wishing to renegotiate will advise the other party in writing of the terms and conditions said party wishes to renegotiate. The parties will thereafter meet and attempt, in good faith, to reach an agreement as to those terms and conditions subject to renegotiation. Should the parties fail to reach agreement on those

terms and conditions subject to renegotiation, the parties shall mutually select an arbitrator and submit all unresolved issues to advisory nonbinding arbitration. The parties shall share equally in the cost of such arbitration.

15. The parties hereby agree that each shall pay a percentage share of the cost of any mutually agreed upon capital improvement project for the Sports Facilities. Each party's percentage share shall be determined at the time of the project and shall be based upon the nature and type of project and the anticipated use by each party. Should the capital improvement project result in the construction of a facility which will be a new addition to the existing Sports Facility, and should a party elect not to pay its percentage share of the cost of such capital improvement, the party electing not to contribute shall not have a right to use the newly constructed facility. For purposes of this Agreement, capital improvement shall mean the construction of a new facility or the improvement of the existing Sports Facilities and shall not include: (1) customary and usual maintenance and repair necessitated by ordinary wear and tear, or (2) improvements to the Sports Facilities, the cost of which would be covered by insurance. The City shall share equally with the School District in the costs of necessary repairs to the back stop, restrooms, concession stand and dug outs at the lighted baseball diamond portion of the Sports Facilities only.

16. This Agreement may be amended, modified or terminated at any time by the written mutual consent of the parties hereto.

17. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party

shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Kings, State of California for any proceeding arising hereunder.

18. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promises shall be valid or binding.

19. This Agreement shall be construed and governed pursuant to the laws of the State of California.

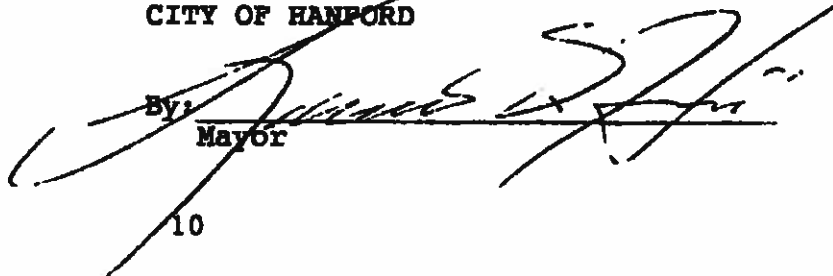
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 20th day of December, 1993.

HANFORD ELEMENTARY SCHOOL DISTRICT

By: 

Secretary, Board of Trustees
Superintendent

CITY OF HANFORD

By: 

Mayor

wppc:\4714.81\school-1.agr

AGREEMENT

THIS AGREEMENT, made and entered into by and between the HANFORD SCHOOL DISTRICT, hereinafter referred to as the "School District", and the CITY OF HANFORD, hereinafter referred to as the "City";

WITNESSETH

WHEREAS, the School District and the City desire to enter into a Joint Powers Agreement under the authority of Government Code Section 6500 et seq., for the construction, operation, use and maintenance of the (Gymnasium) located at Woodrow Wilson Junior High School for the mutual benefit of the pupils of the School District and all the citizens of the City and community of Hanford, under the covenants, conditions, restrictions, reservations and agreements hereinafter set forth;

NOW, THEREFORE, BE IT AGREED as follows:

1. The estimated cost of constructing the Gymnasium and related facilities is \$300,000. The School District and the City shall each set aside and pledge the sum of \$150,000 to be used to make payments towards completing the Gymnasium and each party shall bear one-half the full cost of the completed project, not to exceed \$300,000 without further agreement of the parties.

2. The parties have heretofore agreed upon the general floor plan and design of the Gymnasium. The School District shall have sole control over the work of constructing and developing the Gymnasium including, but not

1 limited to , the bidding process, the letting of contracts and the supervision of
2 work progress.
3

4 3. The School District shall construct and develop the gymnasium
5 project in compliance with State laws and receive necessary State approvals
6 applicable to school sites and school buildings (Education Code Sections
7 39000 et seq.).
8

9 4. Once the bid is finally accepted, the School District shall use its
10 best efforts to commence construction and complete the gymnasium project
11 within a reasonable period of time. During construction, the School District
12 shall have the sole discretion, after reasonable consultation with the city, to
13 make changes to the gymnasium project as the School District deems
14 appropriate.
15

16 5. The parties shall have possession and control as follows:

17 (a) Weekdays During School Year

18 The School District shall have the exclusive possession and
19 control of the gymnasium during the normal school year,
20 Monday through Friday from 11:00 p.m. the previous evening
21 to 6:30 p.m. the following evening. The City may have the
22 exclusive possession and control of the gymnasium during the
23 normal school year, Monday through Friday from 6:30 p.m. to
24 11:00 p.m.; provided, however, that the School District shall
25 have exclusive possession and control of the gymnasium
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2 during these weekday evening hours when not in use by the
3 City.

4 B. Summer, Holidays and Weekends

5 The School District and the City shall each have the right to
6 exclusive possession and control of the gymnasium for at least
7 one half the time during the summer when school is not in
8 session, on weekend days (Saturdays and Sundays) when
9 school is in session, and on legal holidays each year.

10
11 C. Cooperation and Communication on Scheduling

12 It is the intent of the School district and the City to avoid
13 scheduling conflicts, to promote the widest reasonable usage
14 of the facilities by all the school children and citizens of the
15 community, and to permit each party access to the gymnasium
16 when not in use by the other party. To that end, the parties
17 shall cooperate in good faith on scheduling events for the
18 facilities and on communicating the various needs and desires
19 of the respective parties for use of the gymnasium.
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22 6. The School District may draft reasonable rules and regulations
23 governing the operation of the gymnasium.

24 7. The School District shall, at its sole expense, repair and maintain
25 the gymnasium facilities and shall keep the same in as good an order,
26 condition and repair as when constructed, ordinary wear and tear and
27 damage from the elements excepted.
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2 8. The School District shall, at its sole expense, provide and pay for
3 all janitorial services, refuse pick-up, sewer and water, and all electricity and
4 gas during the normal school year. The City shall pay for electricity and gas
5 whenever the City is using the facility during summer months. Any person or
6 entity, other than the School District or the City, using the Sports Facilities
7 shall be required to pay to the School District or the City, as the case may be,
8 the expenses identified above and which are incurred while that person or
9 entity is using the Sports Facilities. The amount of such expense payment
10 will be determined by the party (City or School District) who is responsible for
11 payment of those expenses hereunder. Such person or entity using the
12 Sports Facilities will be required to pay said expenses regardless of which
13 party hereto schedules the event.
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16 9. The School District shall maintain, at its sole expense, fire and
17 property damage insurance on the gymnasium in an amount not less than
18 \$300,000. Said insurance shall contain a clause that the insured amount
19 shall increase each year by a percentage equal to the increase in the U.S.
20 City Average consumer Price Index as determined by the U.S. Department of
21 Labor. The School District shall promptly repair, restore or replace all or any
22 portion of the gymnasium destroyed or damaged by fire or other catastrophe.
23 The proceeds from said insurance shall be used for said purposes, but if the
24 proceeds are insufficient to repair, restore, or replace the gymnasium to a
25 condition substantially the same as when first constructed, then the School
26 District and the City shall each bear one-half of the difference between the
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2 insurance proceeds and the cost of the necessary repairs, restoration or
3 replacement to the gymnasium.

4 10. The School District shall indemnify, defend and hold the City, its
5 officers, employees and agents, harmless from any and all loss, damage, or
6 injury to any person or property using the gymnasium when it has exclusive
7 possession and control, or for reason of anything done, permitted to be done,
8 or omitted to be done by the School district, its officers, employees or agents.

9 The City shall indemnify, defend and hold the School District, its officers,
10 employees and agents, harmless for any and all loss, damage, or injury to
11 any person or property using the gymnasium when it has exclusive
12 possession and control, or for reason of anything done, permitted to be done,
13 or omitted to be done by the City, its officers, employees or agents.

14 11. The failure of any party to this Agreement to take advantage of any
15 default or breach of this Agreement by any other party shall not be or be
16 construed as a waiver thereof nor shall any custom or practice which may
17 grow up between the parties in the course of their relationship under this
18 Agreement be construed to waive or lessen the right or any nondefaulting
19 party to insist upon the performance by the defaulting party of any term,
20 covenant, condition, restriction or reservation contained herein, or to
21 exercise any rights of the respective parties on account of any such default.
22 A waiver of particular breach or default shall not be deemed to be a waiver of
23 the same or any other subsequent breach or default.
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12. If any term, covenant, condition, restriction or reservation in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalid.

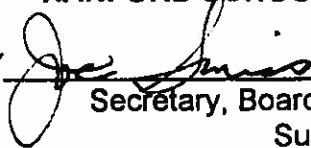
13. All the provisions of this Agreement shall extend to, be binding upon and inure to the benefit of the successors, assigns and successors in interest of the parties hereto.

14. The City's right to use the gymnasium under this Agreement shall terminate sixty (60) years from the date construction on the gymnasium is completed (January 4, 1983).

15. This Agreement may be amended, modified or terminated at any time by mutual consent in writing of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 7th day of JUNE, 1995.

HANFORD SCHOOL DISTRICT

BY 
Secretary, Board of Trustees
Superintendent

CITY OF HANFORD

BY 
Mayor