

**City of Costa Mesa, Newport-Mesa Unified School District  
and Costa Mesa United Grant Application  
and Agreement for Sports Facility Improvements**

This Grant Application and Agreement is entered into by and between the City of Costa Mesa, a California municipal corporation, ("City") and Newport-Mesa Unified School District, a public school district ("Grantee" or "District") for facilities located at Newport Harbor High School.

1. Description of capital improvement project or fixed asset purchase ("Project") as requested by the site principal and approved by the Superintendent:

**Description: provide and install all applicable material to install a women's softball scoreboard at Newport Harbor High School. See attached district provided cost estimate for additional information.**

Amount Requested: **\$75,000**  
(Completed by District)

Amount Granted: **\$ 75,000**  
(Completed by City)

2. Public use and benefit of Project as validated by Costa Mesa United :

**The public use and benefit will comprise of an appropriate and safe scoreboard to allow multiple user groups the opportunity utilize it during recreational use. The scoreboard will be utilized by all organized softball user groups and applicable recreational users.**

3. Upon validation by the City of Costa Mesa that the project is of public benefit, and in consideration of the grant which shall be made, or caused to be made, by the City upon its approval of this Grant Application and Agreement, and the promises herein contained, the following understandings shall be binding:

4. Grantee represents that all information provided by it in this Grant Application and Agreement is true and accurate.

5. It is understood that this Agreement for sports facility improvements is subject to mutual approval by the District and the City on the dollar amount of the Grant. Thereafter, City shall fully fund Grant within 30 days of the mutual approval of this Grant Application and Agreement. District shall use all of the granted funds only for the Project. District shall use all of the granted funds only for the Project. Furthermore, the funding will be donated to the District, allocated to school budgets and expended in accordance with all rules and regulations regarding school district purchasing and the construction of facilities. All parties are in agreement that no work may be contracted through the City or any third party separately for any project on a school district site.

6. District shall provide for the public use and benefit as described herein.

7. Grantee shall make all records relating to the project and its public use and benefit available to the City for reasonable inspection and review for compliance with this Grant Application and Agreement.

8. This Grant Application and Agreement is non-transferrable.

9. This Agreement constitutes the entire agreement between the parties with respect to the grant provided for herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Application and Agreement to be executed by and through their respective authorized officers, as of the date of the City's signature below. The City's signature shall constitute the grant award.

**NEWPORT-MESA UNIFIED SCHOOL DISTRICT**

*[Signature]*  
Superintendent

Dated: 7/15/17

**CITY OF COSTA MESA, CALIFORNIA**

*[Signature]*  
City Manager of the City of Costa Mesa

Dated: 7/11/17

**ATTEST**

*[Signature]*  
City Clerk of the City of Costa Mesa



Dated: 7/13/17