

The Henry J Mello Center for the Performing Arts Operational Agreement

Revised and Adopted by the JPA on:

April 21, 2022

October 14, 2021

September 28, 2020

Adopted by the JPA on:

June 17, 2019

A Joint Powers Agreement was established between the City of Watsonville ("City") and the Pajaro Valley Unified School District ("PVUSD") regarding the operation and maintenance of the Watsonville High School Auditorium known as the Henry J. Mello Performing Arts Center. The functions of each entity and the agreements reached between the City and the District are outlined in the Joint Powers Agreement document.

To manage the Mello Center for the Performing Arts during non-school hours, PVUSD and the City through the Joint Powers Authority ("JPA"), have agreed that PVUSD ~~City of Watsonville~~ will manage the scheduling of school, community or private events and performances in accordance to the and have established ~~this~~ Operational Agreement. This Agreement will be reviewed and ratified by the JPA on an annual basis during its annual budget approval process by July 31.

VISION STATEMENT The Henry J Mello Center, a performing arts facility, has been jointly supported by the Pajaro Valley Unified School District and the City of Watsonville in order to promote the highest level of participation in and appreciation of the performing arts, for the students of the Pajaro Valley Unified School District, and for the entire community.

DESCRIPTION OF THE PROCESS

PVUSD and the City established this Operational Agreement that outlines the roles and responsibilities of each party based on the duties outlined in the *Joint Powers Agreement Regarding Operation and Maintenance of the Watsonville High School Auditorium* adopted by both parties in 1994. City and PVUSD representatives of both agencies worked in collaboration to complete the revision of this Operational Agreement. Representatives from each party were present at all meetings. The City Manager and PVUSD Superintendent support this agreement.

FACILITY GOALS AND GUIDING PRINCIPALS This Operational Agreement is established in the spirit of partnership with mutually beneficial goals shared by both Agencies. Operational goals include:

- Maximize use of the facility by both PVUSD and the community to position the Mello Center as the premier venue for performing arts in South County and generate revenue necessary to maintain it as a state of the art facility.
- Reinvest net revenues from community/private rentals into the Mello Center to support the modernization and deferred maintenance needs of the facility.
- Maximize the facility's use by performing arts programs and groups.

- Promote and expand the use of the facility, especially on weekends.
- Balance the needs of the community with the needs of PVUSD school programs through coordinated operations.

SUMMARY OF AGENCY ROLES AND RESPONSIBILITIES

PVUSD

- Staff the JPA Board - This includes scheduling JPA meetings (at least one meeting per year and special meetings as needed), preparing and posting agendas, preparing meeting minutes, securing meeting locations and supporting JPA members requests for information.
- Work with City to prepare JPA agendas and agenda items.
- Maintain updated JPA agendas and minutes, fees schedules and rental information easily accessible for the JPA, public, grantors and donors.
- To provide oversight of scheduling, management, operations, and maintenance of the Mello Center during all school and community facility use, both during and outside of school hours and for school functions.
- Collect all revenues and expenses and maintain financial records. Provide financial reports to the JPA within a quarterly basis and produce an annual financial report following the end of each Fiscal year.
- Provide the JPA with an annual Facility Use and Maintenance Report that includes
 - Information regarding ~~Maintain an on-going report regarding~~ on-going facility maintenance and short and long-term needs of the facility.
 - The PVUSD Facility Manager will maintain an updated list of the equipment owned by PVUSD. The Facility Manager will provide the JPA with an annual report of the equipment inventory and its condition as part of the annual proposed maintenance and major repair schedule and budget.
- Recommend, at least annually, for approval by the JPA, fees for the rental and use of the Facility.
- Maintain and support the Mello's website and ticketing system.
- Allow for the City's use of the facility at no cost (except for applicable custodial and staffing costs), up to eight (8) full weekend dates (that may include a Saturday and Sunday block) and up to 100 weekday hours, while school is not in session, to facilitate community use or for City sponsored events and programs.
- PVUSD will act with care and respect for the facility and its upkeep.
- Assign a Facility Manager to manage and staff facility operations during all facility uses ~~PVUSD use.~~
- Provide City with viewable calendar of PVUSD facility reservation dates.
- Work in the spirit of partnership and goodwill with City to keep and enhance the Mello as Watsonville's premier center of the performing arts.

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- ~~Staff the JPA Board - This includes scheduling JPA meetings, preparing and posting agendas, preparing meeting minutes, securing meeting locations and supporting JPA members requests for information~~
- Work with PVUSD to prepare JPA agendas and agenda items.
- ~~To support PVUSD in staffing for management and operations of the Mello Center during non-school hours and for community and private functions.~~
- Work to raise support for performing arts programs that serve local audiences.
- ~~Assign a Facility Manager, and additional staff as needed, to manage facility operations during community and private use. PVUSD shall have first right of refusal to staff the facility for community and private use.~~
- City will act with care and respect for the facility and its upkeep.
- ~~Maintain and support the Mello's website and ticketing system.~~
- ~~Maintain updated JPA agendas and minutes, fees schedules and rental information easily accessible for the JPA, public, grantors and donors.~~
- Work in the spirit of partnership and goodwill with the PVUSD and high school to keep and enhance the Mello as Watsonville's premier center of the performing arts.

Mello Center Joint Powers Authority (JPA)

- Review and approve annual financial report for the Mello Center, provided by PVUSD, following the end of each Fiscal year, for compliance with the Joint Powers Agreement and this Operating Agreement.
- Review and approve annual Facility Use and Maintenance Report, provided by PVUSD, for compliance with the Joint Powers Agreement and this Operating Agreement.
- Annually approve facility rental fees, proposed by PVUSD.

Both Agencies will assign one person as the primary agent to act on the Agency's behalf in the management of the Mello Center. Those persons generally are the WHS Principal and Director of Parks & Community Services or designees. For specific situations requiring senior management involvement or administrative support, both agencies will meet with City Manager and Superintendent or designees.

The working relationships are outlined by the following chart:

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MASTER CALENDAR

- The City of Watsonville and PVUSD will work together to maintain a Shared Facility Calendar.
- The Shared Facility Calendar will include:
 - The schedule of all events, including use by PVUSD and community and private rentals.
 - All scheduled maintenance.
 - Anything else that affects facility availability.

SCHEDULING PROCESS

PVUSD will manage the scheduling of all facility use by both PVUSD and the community In general, the following procedures will be used to schedule both PVUSD

~~and City uses of the facility. However, in the spirit of the common goal of maximizing and diversifying use of the facility, the PVUSD and City Facility Managers may work together to schedule events outside of these procedures as outlined in Addendum A, which grants PVUSD first right of refusal on staffing Community Events.~~

- ~~• CityPVUSD will provide PVUSDCity with their initial schedule of usage for the following school year by February 1st of each year, which may not exceed, at no cost (except for applicable custodial and staffing costs), up to eight (8) full weekend dates (that may include a Saturday and Sunday block) and up to 100 weekday hours, while school is not in session to facilitate community use or for City sponsored events and programs.~~
- ~~• 20 dates for Friday events and 12 weekends, that may include a Saturday and Sunday block. Efforts will be made to avoid no more than two consecutive weekends being reserved by any party, except for the drama club twice a year (spring and fall) for no more than three consecutive weeks and other reservations requiring consecutive dates. All PVUSD sponsored uses will be designed to benefit school or District sanctioned activities.~~
- ~~• The City of Watsonville will oversee community and private events in coordination with PVUSD's calendar of events as per Addendum A. City of Watsonville will maintain a public calendar that will be accessible to both agencies at all times.~~
- ~~• Both agencies will collaboratively schedule events that are best suited for the facility (e.g. theatrical performances, events with large audiences or that require the equipment and technology only available at the facility).~~
- ~~• When both agencies have a need for the same date, the Facility Managers will evaluate the nature of the events and accommodate the event for which the facility is most suitable and will work collaboratively to find alternative venues for the other event.~~
- ~~• Both agencies will require liability insurance from third parties when renting the facility and include endorsements naming both agencies as additional insured.~~
- ~~• Scheduling of major cleaning of the facility will be conducted by the PVUSD Facility Manager in coordination with the City Facility Manager to minimize impact on facility use and availability to the public and students.~~

FACILITY MANAGEMENT/EVENT COORDINATION

- ~~• City Of Watsonville and PVUSD will each assign a Facility Manager for oversight and supervision of the facility to cover the functions of each agency. These Facility Managers will be responsible for opening and closing the facility, documenting any issues that occur during use and provide oversight and management of the technical crews assigned to operate the facility.~~
- ~~• PVUSD will schedule their Facility Manager to cover PVUSD events at PVUSD discretion. The City's assigned Facility Manager will be trained by PVUSD staff and will meet PVUSD standards for qualifications.~~
- ~~• Technical equipment will only be used by the Facility Managers or a technician approved by the PVUSD Facility Manager. Each agency will be responsible for keeping equipment secure.~~
- ~~• Lobby restrooms will be open for use during rentals that occur during non-school hours.~~
- ~~• Use of the Mello Center, including the Green Room during school hours (7:00 am - 4:00 pm) will be prioritized for PVUSD events and technical preparation and~~

~~maintenance by the District and/or community renters. Non-PVUSD events may not be scheduled during school hours unless approved in advance by the PVUSD.~~

FINANCIAL RESPONSIBILITIES

Rental Fees

- Annually, the JPA will set and approve the current rate sheet of charges broken down by function/hour/event. The rates will be determined considering:
 - Costs of operation
 - Community access
 - Current market comparisons
- Both agencies agree to uphold the rental fees established by the JPA for the use of the facility by third parties. Agencies may choose to co-sponsor events organized by third parties by paying for or sharing the rental costs with the third party, except as otherwise outlined in this Agreement.
- Technical support, beyond that provided by the Facility Manager, will be paid for by the user.
- Cleaning after each use will be paid for by the user.

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~~Funding On-Going Maintenance Expenses:~~

- ~~• PVUSD will schedule, conduct and pay for all on-going maintenance activities. PVUSD will collect rental fees and will retain fees to cover costs for staffing community/private events, in addition to a 10% Administration fee, calculated as 10% of total rental fees collected.~~
- ~~• District will collect and retain rental fees and will remit assessed fees to City for staffing and custodial services for community/private events, in addition to a 10% Administration fee, calculated as 10% of total rental fees collected.~~
- ~~• Any additional costs associated with community/private events and paid for by PVUSD or the City may be reimbursable, with approval from the JPA.~~

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~~•~~ **Funding Capital Improvements and Major Repairs (including deferred maintenance).**

- ~~•~~ The District will hold, on behalf of the JPA, net revenue generated by community and private use of the facility to fund future capital improvements and major repairs, as approved by the JPA through the adoption of its annual budget. Net revenue for community/private events is considered to mean: Total Revenue Collected for Private/Community Events, minus PVUSD's direct costs associated with the facilitation of rentals for private/community events (e.g. staffing costs, minus City staffing/custodial costs, supplies, utilities and administrative costs up to 10%). minus 10% of total rental fees collected each to both PVUSD and the City.
- ~~•~~ PVUSD will propose, for the approval of the JPA, an annual maintenance and major repair schedule and budget during the JPA's first meeting of the calendar year. The JPA Board will take action regarding the proposed maintenance and repair budget during their second meeting of the calendar year. The JPA will adopt an annual budget of revenue and expenditures by July 31. City or the School District can approach the JPA Board with major repair, ordinary wear and

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tear and improvement proposals, to be paid for by facility net revenue, any time during the year.

- PVUSD will be responsible for scheduling, conducting and paying for all capital improvement and major repair activities funded by the facility net revenue.
- Revenue generated from ticket sales will be collected by the District and will be applied per the terms of this agreement.

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