

**RECREATIONAL FACILITIES JOINT USE AGREEMENT
BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
CITY OF SAN PABLO**

(HELMS MIDDLE SCHOOL SITE)

THIS RECREATIONAL FACILITIES JOINT USE AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2016 ("Effective Date"), by and between WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, a California public school district ("District"), and the CITY OF SAN PABLO, a municipal corporation of the State of California ("City"). District and City may be individually referred to herein as "Party" or collectively referred to herein as the "Parties."

RECITALS

- A. WHEREAS, District is the owner of certain real property located at 2500 Road 20 San Pablo, CA 94806, commonly referred to as Helms Middle School ("School Site"), and a portion of the School Site consists of certain recreational real property and facilities also owned by the District ("Recreational Facilities"), as set forth in **Exhibit "A"**; and
- B. WHEREAS, the provisions of Education Code sections 10900 through 10914.5, inclusive (the "Community Recreation Act"), authorize and empower cities and public school districts to cooperate with one another for the purpose of authorizing, promoting, and conducting programs of public services which will contribute to the attainment of general recreational and educational objectives for children and adults of the State, and to enter into agreements with one another for such purposes; and
- C. WHEREAS, the District and City's joint use of the Recreational Facilities located on the School Site will provide a benefit to the students who attend the school and to City's residents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this agreement, the Parties agree as follows:

1. **TERM OF AGREEMENT.** The "Term" of this Agreement shall commence on 1st of January, 2016, and shall remain in effect until December 31, 2016, unless terminated earlier pursuant to the termination provisions set forth in this Agreement. The Parties shall have the option to renew the Term of this Agreement for an additional term of five (5) years upon written request from City prior to the expiration of the preceding term and approval thereof by District.
2. **JOINT USE OF THE RECREATIONAL FACILITIES.**
 - 2.1. **District's Use.**
 - 2.1.1. District's use of the Recreational Facilities including, but not limited to, the buildings, grounds, equipment, or recreational facilities located on the School Site for any purpose shall take precedence and priority over the City's or any other person's or entity's use of the Recreational Facilities ("District's Use").
 - 2.1.2. District's Use includes the following uses of the Recreational Facilities, without limitation:
 - 2.1.2.1. Use during any time when School is in session, including Summer School;
 - 2.1.2.2. Use during any time that has been scheduled in advance by the School Site principal or other school officers for classes, activities, exercises, or functions; and

2.1.2.3. Use during any time when District has permitted another person or entity to use the District Recreational Facilities for specific event(s) or activity(ies).

2.2. City's Use.

2.2.1. City may use the Recreational Facilities when its use does not conflict with the District's Use. City's right of use shall be non-exclusive.

2.2.2. City's use of the Recreational Facilities shall be pursuant to the District's existing rules and regulations pertaining to the use of the Recreational Facilities ("District Use Rules"), as may be amended from time to time. A copy of the District Use Rules is attached hereto as Exhibit "B".

2.2.3. City shall provide and ensure adequate supervision of any and all activities conducted on the Recreational Facilities during City's use.

2.2.4. City shall ensure reasonable precautions will be exercised to avoid damage to the Recreational Facilities. City shall undertake all measures reasonably necessary to ensure that its employees, members, guests and invitees that use the Recreational Facilities shall do so in a safe manner and shall observe the organization of the Recreational Facilities as depicted in Exhibit "A", including identified entrances and driveways, leaving the same clear at all times for the safe and unimpeded flow of vehicle traffic to and through the School Site.

2.2.5. **Accident/Incident Report.** City shall submit a written accident / incident report to District within twenty-four (24) hours of any accident or incident that occurs on the Recreational Facilities during City's use. Accident / injury reports shall be submitted to the District's principal at the School Site and to the District Office of Risk Management.

2.2.6. **Concussion or Head Injury during City Athletic Activity.** City acknowledges and shall comply, and require any person, group, or entity using the Recreational Facilities, pursuant to City's authority hereunder this Agreement, to comply, with Education Code section 49475, as amended, which requires in part the removal of any athletic participants suspected of sustaining a concussion or head injury in an athletic activity during City's use of the Recreational Facilities and not permitting an athletic participant suspected of sustaining a concussion or head injury to return to the athletic activity until he or she receives written clearance from a licensed health care provider to return to the athletic activity.

2.2.6.1. **Limitations on Full-Contact Football Practices.** City acknowledges and shall comply, and require any person, group, or entity using the Recreational Facilities, pursuant to City's authority hereunder, to comply, with the requirements of Education Code section 35179.5 which limits the amount, timing, and duration of full-contact football practices conducted by any high school or middle school football team.

2.2.7. **Use of District Staff.** City acknowledges and agrees that any and all District staff on-site during a regular work day in which City uses the Recreational Facilities have regular duties that must be seen to and are neither present nor available for the express purpose of serving whatever program is being conducted during City's use, unless otherwise so agreed and arranged to by the Parties.

2.2.8. **Rules of Conduct.** City and its employees, members, guests and invitees that use the Recreational Facilities shall follow the follow rules of conduct:

2.2.8.1. **No Unnecessary Student Contact.** City shall instruct its employees and any volunteers in writing that employees and volunteers shall not engage in unnecessary contact with students. At its sole discretion, District may require City to immediately remove any employee or volunteer from the Recreational

Facilities or School Site if any unnecessary student contact is observed or reported.

2.2.8.2. **No Disturbances.** City, its employees, members, guests and invitees that use the Recreational Facilities shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors.

2.2.8.3. **No Gambling.** City, its employees, members, guests and invitees that use the Recreational Facilities shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Recreational Facilities or School Site.

2.2.8.4. **Drug-Free Environment.** City shall not knowingly permit any person under the influence of any non-prescribed drug that has been defined by the state or federal government as a "controlled substance" to enter upon the Recreational Facilities or School Site. The possession, sale, or use of any "controlled substance" (except when permitted by law) on the Recreational Facilities or School Site is prohibited.

2.2.8.5. **No Weapons and Explosives.** City, its employees, members, guests and invitees that use the Recreational Facilities shall refrain from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Recreational Facilities or School Site, except for permitted official purposes.

2.2.8.6. **No Tobacco or Nicotine Products.** In accordance with the District's general policy, the use of tobacco or nicotine products shall not be permitted on the Recreational Facilities or School Site at any time. City shall comply with the District-wide policies prohibiting the use of products containing tobacco or nicotine, including but not limited to smokeless tobacco, snuff, chew, and clove cigarettes, on the Recreational Facilities at all times. The District's prohibition against the use of products containing tobacco or nicotine also applies to electronic nicotine delivery systems such as electronic cigarettes, electronic hookahs, and other vapor emitting devices, with or without nicotine content, that mimic use the use of tobacco products, but does not apply to the use or possession of prescription products or other FDA-approved cessation aids.

2.3. **Use Fees.** City shall pay District for the direct cost to District of City's use of the Recreational Facilities ("Use Fee"). The District's direct costs shall include, but not be limited to, the share of the costs of supplies, utilities, janitorial services, the hourly wage rate for the services of District employees, maintenance, repair, restoration, and refurbishment for the District Recreational Facilities that is proportional to the City's use thereof, as determined pursuant to the provisions of the Civic Center Act (Education Code § 38130 et seq.) District shall invoice City every six (6) months of the Term. City shall pay to District the Use Fee within thirty (30) days of receipt of the District's invoice for the amounts estimated to be then due for City's use of the Recreational Facilities.

On the anniversary of the Effective Date each year during the Term or any extension thereof, the District shall review the Use Fees paid by City and the actual direct cost to the District related to City's Use of the Recreational Facilities and shall "true-up" the amounts paid by City. Any additional fees and costs for City's use of the Recreational Facilities which were not originally estimated or anticipated to be incurred at the issuance of any invoice by District shall be invoiced pursuant to the terms herein. Any overpayment of Use Fee shall be credited to City against future Use Fees as the fees becomes due.

2.4. **Closure of Recreational Facilities.** The Parties recognize that the Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. District shall notify City of any conditions necessitating a closure of the Recreational Facilities or any portion thereof.

- 2.5. **Parking.** City shall have non-exclusive use of the parking lot located on the School Site, if any. City shall abide by District's policies concerning the use of the parking lot, including the District policy relating to the drop-off and pick-up of students. City's use of the parking lot shall be on a first-come, first-serve basis but shall not unreasonably impact other occupants with similar access rights. City may instruct its visitors, invitees and guests to park in the parking lot located on the School Site or on available street parking. City shall not abandon any inoperative vehicles or equipment on any portion of the School Site.
- 2.6. **Schedule of Use.**
- 2.6.1. District and City shall coordinate a schedule for their respective uses of the Recreational Facilities for twelve (12) month time frames commencing on August 1 of each year during the Term of this Agreement or any extension thereof.
- 2.6.2. City shall submit its proposed use(s) of the Recreational Facilities for any upcoming twelve-month time frame for approval by District at least thirty (30) days prior to the commencement of that twelve-month time frame.
- 2.6.3. Consistent with the terms of this Agreement, District's Use shall take precedence and priority over the City's or any other person's or entity's use of the Recreational Facilities.
- 2.6.4. In the event City requires the use of the Recreational Facilities at a time that has not been previously mutually agreed upon by the Parties under the terms of this section, City shall comply with District's Application for Use of Facilities and all applicable requirements thereto.
3. **MAINTENANCE.** District will provide any and all maintenance for the Recreational Facilities. Maintenance to be provided by District shall be consistent with the normal maintenance levels as applied to other comparable District recreational facilities and shall ensure safe and healthful use. Maintenance to be provided by District shall also include payment by District, at its own cost and expense, of any and all utility costs, including without limitation, electricity, water, and refuse removal costs.
4. **REPAIRS.** The Parties agree that City shall be responsible for any damage, injuries, or harm caused to the Recreational Facilities by City's use of the Recreational Facilities. City shall reimburse District for the cost of repairing damage done to the Recreational Facilities, other than ordinary wear and tear items, as determined by District. Any dispute regarding the responsibility for any damages shall be resolved pursuant to the dispute resolution procedures indicated herein this Agreement.
5. **INDEMNIFICATION.** To the furthest extent permitted by California law, City shall protect, defend, indemnify and hold harmless District and its officers, agents, representatives, consultants, employees, trustees and volunteers ("Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suits, and actions ("Claims") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, in connection with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by City in conjunction with this Agreement unless the Claims are directly or indirectly, in whole or in part caused by the negligence or willful misconduct of the Indemnified Parties.
6. **INSURANCE.** City shall, during the Term of this Agreement, maintain in force the policies set forth in Exhibit "C". All policies, endorsements, and certificates shall be subject to approval by the District's Risk Manager as to form and content. The insurance requirements are only subject to amendment or waiver if so approved in writing by both Parties. City agrees to provide District with a copy of said policies, certificates, and/or endorsements upon execution of this Agreement.
7. **TERMINATION.** City or District may terminate this Agreement at any time by written notice of election to terminate delivered to the other Party at least sixty (60) days in advance of the effective termination date elected.

8. **NOTICES.** All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

CITY

City of San Pablo
13831 San Pablo Avenue
San Pablo, CA 94806
Attn: City Manager

DISTRICT

West Contra Costa Unified School District
1400 Marina Way South
Richmond, CA 94804
Attn: Director of Facilities & Construction

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail. Notice transmitted by facsimile shall be deemed effective on the following business day. Notice provided by overnight delivery shall be deemed effective the next business day after delivery by the overnight delivery service. The Parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph.

9. **ASSIGNMENT.** Neither Party shall assign its rights, duties, or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties, or privileges under this Agreement on any third Party without the written consent of the other Party.
10. **NON-DISCRIMINATION.** Neither Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
11. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
13. **VERIFICATION OF QUALIFICATIONS.** Each Party shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with each Party's duties or obligations pursuant to this Agreement or the use of the District Recreational Facilities.
14. **FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS.** City shall ensure compliance with the fingerprinting requirements of Education Code section 10911.5 for all employees, staff, and/or contractors who could have direct contact with minors, regardless of whether such individuals are paid or unpaid.
15. **DISPUTE RESOLUTION.** If a dispute arises that is in any way related to this Agreement, the Parties agree to attempt first to resolve the dispute through negotiations. If negotiations are unsuccessful, the Parties agree to mediate the dispute prior to initiating any legal action.
16. **CALIFORNIA LAW.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
17. **WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

19. **AMENDMENTS.** Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring the revision, and any amendment to the Agreement shall only be effective upon the mutual agreement in writing of both Parties hereto.
20. **COUNTERPARTS.** This Agreement and all amendments and supplements thereto may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intentions of the Parties hereto.
22. **SEVERABILITY.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.
23. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
24. **APPROVAL.** The Parties agree that this Agreement shall not be binding on the Parties until the Agreement is approved by the District's Board of Education and the City Council.
25. **NO THIRD PARTY BENEFICIARIES.** This Agreement sets forth the rights and responsibilities between the Parties and no third-party beneficiaries are intended by the Parties.

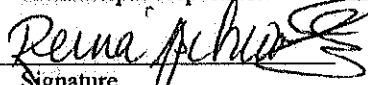
IN WITNESS WHEREOF, this Agreement has been duly approved by Parties on the day and year hereinabove written.

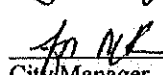
APPROVED AS TO FORM:


City Attorney

CITY OF SAN PABLO


A municipal corporation


Signature

 Reina J. Schwartz
City Manager

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

A California public school district


Signature



Lisa LeBlanc
Print Name
Associate Superintendent
Operations and Bond Program

EXHIBIT "A"

DISTRICT RECREATIONAL FACILITIES

SCHOOL SITE	FACILITIES
Helms Middle School	Multi-purpose Rm, Outdoor Playfields, and Gymnasium

EXHIBIT "B"

DISTRICT USE RULES

West Contra Costa Unified School District



Facilities Use Policies and Procedures 2015-2016

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INTRODUCTION

Welcome to West Contra Costa Unified School Districts Schools!

West Contra Costa Unified School District is a public entity whose mission is to provide the best education possible to the children of our community located in the West Contra Costa Unified School District. Our classrooms and support facilities offer the best opportunity for educational success. Our community provides many activities outside of school hours for our youth, which require rooms and playing fields. It is the policy of the district to grant the use of its school facilities and grounds as civic center only through the District's on-line facilities use program and upon the terms and conditions set forth in Board Policy 1330 and this Administrative Regulation subject to the limitations, requirements, and restrictions

set forth in current, applicable law. After school and on weekends the facilities are available for user groups with prior approval, proof of insurance and subject to fees.

This Facilities use Policies and Procedures is designed to lead user groups through the application process as well as clarify the District's expectations of groups who are permitted to use our facilities.

Facility Use and Rental

West Contra Costa Unified School District now uses www.Communityuse.com for outside user groups and www.Schooldude.com for district users, a user friendly, web-based program that will enable the public to request the use of district facilities through the internet. This will make it easy for you to submit permit applications and track their status.

If you have any Use Permit questions please contact Rina Prasad at (510) 231-1113 or email at: rprasad@wccusd.net

To register or access Community use: See Appendix H and I or go to:
www.communityuse.com/default.asp?acctnum=553378094

West Contra Costa Unified School District is updating fees for facilities use permits. As of October 1st, 2015 WCCUSD will update the fee structure. To develop the fee structure we compared the fees with neighboring districts and calculated the actual costs to the district for facilities use (see appendix G). These are comprised of **Direct Costs and Fair Market Value** for utilities, maintenance, furnishing, and equipment and direct staffing costs for custodians, security, technical support and kitchen staff.

With the updated fee structure:

- Anyone using WCCUSD facility outside of the regular school day must have a permit and must pay fees. This includes nonprofit groups, public agencies, and private or commercial users.
- WCCUSD staff, PTA, Scouts group and after school programs need a permit for their events and require custodial services.

FACILITY USE POLICIES AND PROCEDURES

I. WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GUIDELINES

Administrative Regulation 1330

- A. The Superintendent has delegated authority to the Assistant Superintendent of Business Services, or designee, to approve applications for the use of facilities. All Applications must be submitted on-line and approved by the District's Facilities Use Office.
- B. If any group activity results in the destruction of school property, the group may be charged for an amount necessary to repay the damages, and further use of facilities may be denied.

II. CODE OF CONDUCT FOR ALL FACILITY USERS

- A. When a facility use activity will not begin immediately after classes are dismissed for the day, children must not be left unsupervised waiting for the activity/class to begin. Staff is not available to supervise children after the close of the school day.

B. We have high expectations for the conduct of users of all District facilities. This includes students, coaches, parents, guests, by-standers and anyone else in attendance at a facility use event. If these expectations are not met the individuals, including the group associated with the individual's poor conduct may have their facility use permit revoked. It is incumbent upon each group to supervise themselves and not allow inappropriate behavior. The following are examples of behavior that will not be tolerated by the District:

1. Poor sportsmanship
2. Profanity
3. Fighting (verbal or physical)
4. Abuse (verbal or physical)
5. Inappropriate behavior toward children, referees, and coaches
6. Harassment or sexual misconduct
7. Gambling
8. Tobacco, alcohol, drugs and firearms are strictly prohibited on all school district property including parking lots fields and buildings and on the sidewalks and boulevards surrounding the District property.
9. Trespassing onto neighbors properties
10. Any inappropriate activity should be reported to the appropriate District representative as soon as possible. The matter will be investigated and determined whether the permit should be revoked.

III. USER GROUP CLASSIFICATIONS

The priorities and fee structure for renting facilities will be determined by the District for any *Use of Facilities* requests other than school district instructional and related activities based on the following classifications. Additional fees beyond rental fees may be required for all users.

A. No Cost: School activities generated by School District personnel or volunteers for purposes directly related to the education and enrichment of School District students, as directed or approved by District administration, and/or for the purpose of employee gatherings related to the operation of the District. Users in this classification include:

- School employees in the performance of their duties
- PTA or other school-associated parent/teacher/student associations
- Student Body clubs

Groups in this category may also be subject to direct cost if their use requires additional District personnel or work hours to be assigned (e.g., weekend, holidays, or other days when the facility may otherwise be closed).

B. Direct Cost: Direct cost rent is defined as an estimate of those costs of supplies, utilities, custodial services, building maintenance, services of any other District employees, and salaries paid to District employees as a result of the organization's use of the school facilities and grounds of the District. Users in this classification include:

- Civic and service groups (e.g., Rotary, Chamber of Commerce, League of Women Voters) whose purpose, through the use of school facilities, is to improve the general welfare of the community, and whose net receipts are expended for welfare of the youth or other charitable purposes (e.g., foundations, scout troops, booster clubs, supervised recreational activities, religious organizations or churches, local governmental agencies, city and/or county services).
- Conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization which has no suitable meeting place for the conduct of services while meeting.

C. Fair Market Rent: Fair market rent represents a rate for commercial activity, regardless of where profit is generated within the organization.

- Rentals where admission or participation fees are charged, or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the District or for charitable purposes.
- This fee structure may apply even to "nonprofit" organizations where organizers, activity supervisors, coaches, etc., draw salary from the activity or organization, and participation fees are received from students or adults.

D. Use of Fees: The first use of rental fees is to provide for the direct costs associated with making facilities available to community users. Outdoor facility rental fees are used to supplement the maintenance and operations budget of the District. Indoor facility rental fees are used at the discretion of the District.

IV. APPLICATION PROCEDURES

A. Application:

Complete the application on-line using the following web site:

<http://www.communityuse.com/default.asp?acctnum=553378094>

Follow instructions on: Refer to Appendix H & I

- How to Create a Log In
- How to Login and Submit a Request for Facility Use at WCCUSD

The application is routed to the site for the Site Administrators approval.

The application process should start at least 4 weeks prior to date. Fifteen days prior to use, the Facility Use Office, must have the required insurance certificate,

Additionally Insured Endorsement and payment for the use before the permit can be released. It is the responsibility of the applicant to make sure all requirements are met. This request, when approved, becomes the permit to use facilities of the West Contra Costa Unified School District. In house applications are not valid.

- B. Only applications originating with established and responsible organizations shall be considered.
- C. Requests are reviewed and approved by the following:
 - Site Administrator confirming space availability, on behalf of the individual school and
 - The Facilities Use Office
- D. The application is first reviewed by the school site, which will determine if the facilities requested are available. After the school site has provided an initial approval of the request, the request will be routed to the Facilities Use Office for final approval prior to the requested date. **You must have final approval from the Facilities Use Office prior to the scheduled event.** All applications must be received in the Facilities Use Office 15 days prior of the requested date.
- E. All school-related activities will be given priority in the use of facilities and grounds under the Civic Center Act. When school activities take preference over scheduled activities, a fifteen days (15) notice will be given so that the cancelled groups can be rescheduled. Public agencies within the district will have second priority. Thereafter the use shall be on a first-come, first-served basis of complete request.
- F. A complete request consists of 3 things:
 - An approved online request through the District Web site (fully routed and approved by the Facilities Use Office)
 - Proof of insurance and endorsement approved by the Facilities Use Office
 - Payment for the use of facilities based on estimate. If the use of facilities exceeds time indicated on permit, the District will bill the difference.
- G. All permits expire on June 30th of each year (end of district's fiscal year) and a new request must be submitted.
- H. Permit Fee. A permit fee shall be paid fifteen (15) days prior to event.
 - 1. School-related groups (No Cost users) – No processing fee required
 - 2. Civic and service groups (Direct Cost users) - \$22.00
 - 3. Commercial, for profit groups (Fair Market users) - \$22.00
- I. Certificate of Insurance Requirements. Applicant agrees to procure and maintain required insurance limits during the life of their approved facility permit. **The West Contra Costa Unified School District shall be named as certificate**

holder. An endorsement page naming West Contra Costa Unified School District as an additional insured must accompany the certificate of insurance. The certificate of insurance and the endorsement page must be received at least fifteen (15) calendar days prior to the use of the district facility. Failure to provide both documents will result in the cancelation of the facility permit. The proper required limits are listed below:

Liability	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Fire Damage	\$100,000
Medical Expenses	\$5,000

- J. Hold Harmless. In making an application for use of facilities, all users agree to defend, indemnify and hold harmless the district, its officers, employees and agents from any and all injuries, losses or damages, including damage to district property, which may result or arise in any way out of their use of the facilities, negligence of the user group, its officers, employees or agents. All groups or organizations using District facilities will be required to **Agree to the Terms and Conditions.**
- K. Advance Payment. Advance payment in full is required at least fifteen (15) calendar days prior to the event; if not received, the event will be cancelled.
- L. Changes or Cancellations. The renter may make changes to or cancel a request up to fifteen (15) calendar days prior to the event. All changes or cancellations must be submitted in writing (hard copy or email) to the Facilities Use Coordinator at the District Office.
- M. Revocations. The District may revoke permits without prior notice in extreme circumstances when the need of the property for public school purposes has subsequently developed. Advanced notice, as much as possible, will be given to the user.
- N. Refunds. Refunds will be provided up to fifteen (15) calendar days prior to the event; cancellations after the fifteen-day period will NOT be refunded.
- O. Permit Transfers. No permit shall be transferred or assigned to any person or group.

V. GENERAL PROCEDURES AND POLICY

- A. **Authority:** The district Facilities Scheduling Office has the sole authority to grant use of the school facilities at each school. If a conflict scheduling should arise, the Facilities Scheduling Office shall have the authority to reschedule or cancel a community group for any reason the office deems necessary.
- B. **Priority:** The schools will have first priority for use of school facilities. Public agencies within the district will have second priority followed by non-profit organizations providing community recreation programs.
- C. **Permits:** All users including school related groups must file a facilities use permit. Permits for advance schedules use, during the school year (July 1st to June 30) applicants must reapply for new permits annually to continue using facility.
- D. **Special Arrangements.** A *Use of Facilities* permit does not authorize the use of certain District, school, or student body equipment. Arrangements for supervision and operation of any equipment shall be made by the applicant with the Facilities Use Coordinator. Applicant will be liable for any damage or loss of equipment during facilities usage.
- E. **Structures.** No structures (including tents), whether permanent or temporary, may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the administrator or Maintenance and Operations Department.
- F. **Fireproofing.** The district may request the fire department to verify certification of fireproofing at the renter's expense
- G. **Automated External Defibrillator (AED).** Some District facilities are equipped with AEDs. Any use of District AEDs requires the appropriate certification as prescribed by current California Law.
- H. **Vehicles/Parking.** No modifications to site parking provisions will be allowed, except District-approved signage. **All vehicles will be operated on paved driveways and parking lots only; parking on paved play areas, fields, or in marked fire lanes is prohibited.**
- I. **Indoor Facilities.** For all facilities that are lockable and connected to an alarm system (e.g., library, gymnasium, secured outdoor athletic facilities), there must be a custodian or District representative on site for all events. The District's site employee shall unlock and check-in the user at the beginning of the event, clean, check-out the user and lock the facility at the end of the event. In the event the activity requires additional personnel for support, only District employees shall be utilized. The rate of pay will follow the fee schedule. Payment directly to District employees is prohibited.

- J. Classrooms.** Classrooms are the professional workspace of WCCUSD certificated teaching staff. They are available for student enrichment purposes with the express approval of the school site principal. All individuals working with or teaching students on the campus must complete the following prior to any student contact:
1. Mandated District fingerprinting
 2. Required proof of insurance
 3. Payment of applicable fees
- K. District Restroom Facilities.** Arrangements for restroom use must be made at the time of application. A custodian or District representative must be present during the entire event. Additional fees may apply.
- L. Smoking/Tobacco Products.** Smoking or tobacco products are not permitted on District property.
- M. Alcohol.** No alcoholic beverages are allowed on district property.
- N. Prohibited Activities.** Activities or affairs which require heavy maintenance or crowd control, such as swap meeting, wedding, parties, dog show, rock bands, commercial advertising, use of any smoke machines, etc. are prohibited.
- O. Revocation of Permit.** Any violations of law, District policy and/or procedure will result in the immediate revocation of the *Use of Facilities* permit and removal of the group from District property.
- P. Violations.** Applications will be denied if past use by an organization has resulted in violation of Board Policy, inconvenience for school use, damages to property, consistent lack of supervision, adverse behavior or non-payment of fees.
- Q. Security.** Key control and security code control are mandatory. Under no circumstances is a non-District individual or student authorized to be in possession of keys to District facilities or have knowledge of security codes unless authorized in writing by the Superintendent. District master keys must be secured to the greatest extent possible and never loaned to students or non-employees.
- R. Candles/Open Flames.** The use of open flames such as bonfires, candles, incense, fireworks or any incendiary device is forbidden. Decorations must be flameproof and shall be erected and taken down in a manner not destructive to school property.
- **Special Note:** Indoor and Outdoor food preparation, including barbecues, is not allowed unless the appropriate health permits are obtained from the

Contra Costa County Environmental Health Division and the appropriate approvals pertaining to Community/Cafeteria Kitchen Access are obtained from the Facilities Use office at WCCUSD.

- S. Fundraisers. All fundraisers must be approved by the Board of Education pursuant to section Cal. Ed. Code §51521. For specific details regarding fundraising activities refer to WCCUSD Administrative Regulation 1321.
- T. Catering. Kitchen facilities at secondary schools are not available for use by community groups and food cannot be prepared at the schools unless one or more district food service personnel are employed to supervise. A rental fee will be charged in addition to the facility use fee. In such cases, an additional \$250 refundable property damage deposit is required to cover possible damage or theft.
- U. Gymnasiums: Gymnasiums may not be used for dances. The serving of refreshment is prohibited in the gym.
- V. Due Dates for Fees: All monies for facility use, rental, custodial fees, etc., must be in the Facilities Scheduling Office at least 15 days before the scheduled time for use.
- W. Signs and Fliers. No signs are to be posted except as approved by the site administrator and District's Facilities Use Coordinator. The user may post approved temporary signs or banners during the hours of use. Advertising or sponsor signs will not be allowed. All fliers must be approved and stamped by a WCCUSD Executive Director prior to printing and distributing.
- X. Gambling. Facilities may not be used for any gaming or gambling purposes (e.g., raffles, bingo).
 - School entities, including student clubs, are not authorized to participate in raffles because unlike the local PTA, they are not a nonprofit organization exempt from state tax and defined in the Franchise Tax Code.
 - In order for a group to be able to hold a raffle they need to be a tax-exempt nonprofit organization with an approved tax identification number pursuant to California Revenue and Taxation Code §23701(d). The organization must have been approved to do business in California for at least one year and must register with the Attorney General's Registry of Charitable Trusts.
 - Drawings may be considered raffles, and should not be held by school group who do not meet the requirements of a tax-exempt nonprofit organization.
- Y. Animals. Animals are permitted on school grounds for instructional purpose and when operating in the capacity as a "service animal". Special circumstances may also be considered regarding the allowance of animals on school grounds. Please contact the District Facility Use Coordinator for additional information.
- Z. Post-Event Adjustments. Adjustments will be made for additional costs incurred or refunds for actual custodial costs based on the form *Verification of Charges for Community Use of School Facilities*. In addition, applicant will be billed for any damage or vandalism caused by their use of the school facilities.

AA. Damage to Facilities: Any damage caused by applicant during the use of District Facilities will be the responsibility of the applicant for full payment of all repairs to the damaged facility. An invoice for damages will be sent to applicant for payment. Failure to comply will result in permanent loss of use by applicant at any District Facility for the future.

VI. FIELD AND ATHLETIC FACILITY USE

- A. Field Availability.** Fields will not be available for games or practices on the following occasions:
1. During school hours
 2. Holidays
 3. If schools are under construction or repair, fields may not be available due to safety issues. This decision will be at the sole discretion of District administration.
 4. All closed facilities

Field Use - Rainy Days

There will be no play on a field if conditions of the sod are such that a footprint leaves an impression in the turf or if the sod is removed easily with a cleat. This is considered a wet field.

A. Improvements and Upkeep on Fields by Facility Users

1. A user group may use District soccer goals and any athletic equipment with site approval. Any additional goals and athletic equipment will be portable and provided by the group. The equipment will be marked legibly and the group will provide documentation to determine ownership and will need the principal's prior approval. A principal may deny the request. During the season when goals are not in use they must be chained to a fence. During the off-season the portable goals must be removed from the field
2. Many facility users work to improve the sites they use. We want to continue to encourage that partnership. Prior to beginning any improvement a written plan must be submitted to the Facility Use Office for consideration. The written plan will be evaluated by the District's M&O Department. The written plan will be sent back to the user indicating approval or not.

- B. Restroom Facilities/Portable Toilets.** Users of outdoor facilities shall have the option of using District restroom facilities or making separate arrangements for renting portable toilets from an outside vendor. If choosing to use District restroom facilities, a District representative must be present during the entire event and the appropriate fees for this service must be paid prior to the event. If the renter chooses to rent portable toilets, the renter assumes full responsibility. The renter must provide a copy of the rental agreement to the District Office at

least one working day prior to the event. The rental agreement must specify the cleaning schedule and date of removal of the portable toilets. The renter must secure the portable toilets to the greatest extent possible.

C. Locker Room. Use of locker rooms require custodian to be present. Locker room use must be approved by site principal. Additional fees may apply.

D. Press Box, Public Address, and Score Board The use of the Press Box, Public, Address System, and scoreboard will not be available unless approved by the site principal. A district employee may be required to open the press box and operate the system.

E. Snack Bars and Concessions. A district employee will be required to open and close and additional charges will apply.

F. Trash Removal. All field user groups are responsible for picking up any litter left on the fields and removing the trash bags from the site. Additional fees may be assessed if the District requires staffing above and beyond the original Facilities Use agreement.

G. Gymnasium Use.

1. No food or drink is allowed.
2. Only soft sole shoes may be worn; no high heels.
3. No locker room, stage or music room use allowed unless approved by a permit.
4. No scoreboard use is allowed unless approved by the school administrator.
5. The bleachers will be either opened or closed. Specify preference on the application or it will be assumed that they will be opened.

VII. THEATRE USE

A. General Theatre Procedures

Additional site specific procedures may apply. Please refer to the Appendix D & E for site specific policies.

1. The School District (at their discretion) may require additional security at the applicant's cost depending on the type and scope of the event.
2. Approved events, presentations, rehearsals, and/or production arrangements are binding and may only be modified at the District's discretion.
3. Applications need to be submitted 8 weeks in advance, applications are considered on a first come first served basis. Priority is always given to the District's users first for theater rentals. Renters may then be scheduled around the District's events, productions, or presentations.
4. All users must provide a description of their presentation/production during a prior arranged consultation with the Technical Theater Manager.
5. All presentation/production content must be in compliance with

Cal. Ed. Code §38131(b) and the Usage Policy of the consulted theater space.
6. All fees must to be paid 15 days prior to the event to avoid being canceled.
7. The technical theater manager or site administrator, a WCCUSD employee are required to be present for all theater events, productions, or performances
8. No food or drinks are allowed in the theater, classrooms, or adjoining facility spaces at any time. In some cases, written permission must be given for food/drink to be allowed in green room areas if applicable.
9. All theater equipment, curtains, scenery, props, and costumes must be fire retardant. The district may request the fire department to verify certification of fireproofing at the renter's expense. Fire codes will be strictly enforced at all times. During the consultation, this must be arranged ahead of time.
10. All theaters, adjoining rooms, and classrooms adhere to a strict "as is where is" policy. Any group using an auditorium or stage shall not disturb, move or change any existing equipment except with the permission of the site administrator and under the supervision of the site employee who is in charge of the facility. A walkthrough shall be documented before and after a permit with the technical theater manager to ensure these policies are followed.
11. All theater hallways and exits should remain free of equipment and debris at all times to ensure safety of renters, audiences, and WCCUSD staff.
12. The group or renter may cancel its facility use permit by written notice delivered to the Theater Manager or WCCUSD at least thirty (30) days prior to the start of the permit without further financial obligation to the District facility. The consultation fee is **not** refundable. If said application is canceled less than thirty

(30) days prior to the permit start date, the renter/group must pay the full amounts owed.

VIII. CAFETERIA AND COMMUNITY KITCHENS

Use of school kitchens may be granted to eligible groups when such use will not interfere with the regular school food services program. When the kitchen area is used, a food services employee must be assigned to ensure sanitation, safety, and proper operation of equipment. This employee will act in a supervisory capacity only. The organization using the facility is responsible for preparation and cleanup. The rate of pay will follow the fee schedule. Payment directly to the District employee is prohibited.

Cafeteria Kitchen rental includes food presentational areas and the use of cafeteria dining areas with limited use of kitchen facilities such as sinks and power outlets. The following equipment is excluded from Cafeteria Kitchen use: ovens, stovetops, refrigeration units, ice machine and all other food preparation equipment.

Community Kitchen rental includes access and use of cafeteria dining area and food preparation areas including food preparation equipment (with appropriate District supervision). Community Kitchen use requires the appropriate health permits from the Contra Costa County Environmental Health Division and the appropriate approvals from the WCCUSD Facilities Use Office at the time of application.

A. Cafeteria Kitchen Use

1. Cafeteria Kitchens are not available during the school day
2. Authorization to use the Cafeteria Kitchen area does not authorize the adjacent or nearby Community Kitchen and the equipment including the refrigerator space and oven use.
3. A custodian is required to unlock the Cafeteria Kitchen, inspect that the facility was left clean, and will remove trash and lockup the Cafeteria Kitchen.
4. The custodian will report to the school and to Facility Use if a group does not leave the Cafeteria Kitchen Clean
5. No food, utensils, paper product, pots and/or small appliances may be stored in the Cafeteria Kitchen
6. Groups who do not follow the policy may not be allowed any future Cafeteria Kitchen Use. Kitchen facility may only be used for heating water and coffee.

B. Community Kitchen

1. Food preparation at schools will require supervision by district food service personnel.
2. A rental fee will be charged in addition to the facility use fee.
3. In such cases \$250 refundable property damage deposit is required to cover possible damage or theft.

4. Community Kitchen use requires the appropriate health permits from the Contra Costa County Environmental Health Division.

IX. OUTDOOR COOKING – Barbeques

Food Preparation at schools requires appropriate health permits from the Contra Costa County Environmental health Division

A. Barbeque Safety

1. BBQ grill must be no less than 36" from the ground.
2. BBQ's must be placed at least 50 ft. from all school buildings.
3. No Barbeques are permitted on the All Weather Fields and Tracks.
4. Students should never be allowed near the BBQ coals and should be supervised at all times by adults.
5. BBQ coals should be thoroughly extinguished with sand or water, and coals should be disposed in a metal trash container. Do not mix extinguished coals with paper or other combustible trash.
6. Students should not be asked to extinguish or dispose of BBQ coals at any time.
7. Empty propane canisters may not be disposed of in school trash and must be removed by the user group.

B. Post-Barbeque Procedures

1. Portable BBQ pits must be removed from district property after the BBQ
2. Substances used to ignite coals must be removed from the district property after the BBQ.
3. Any incidents or property damage as the result of a BBQ must be reported to the district's Risk Management Liability Office. If you have, any questions please call (510) 231-1134.
4. Please inform all district staff, volunteers, and public regarding the above-mentioned requirements for BBQ's on district property.

X. LONG TERM RELATIONSHIPS

In order to better define the relationship between the District and long-term community user groups, the District may formalize the relationship between these groups and the District through a series of Memoranda of Understanding (MOU) or licensing agreements.

EXHIBIT "C"

INSURANCE

City, at its sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services or use of the District Recreational Facilities hereunder by City, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X.C.U. (Explosion, Collapse and Underground) coverage.

2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

B. Minimum Limits of Insurance

City shall maintain limits no less than:

1. Commercial General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

City's deductibles or self-insured retentions must be declared, and approved by the District's Risk Manager.

D. Other Insurance Provisions

Each policy shall contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:

a. District, its officers, employees, agents, and contractors are to be covered as additional insureds. Coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, and contractors.

b. Any failure to comply with reporting provisions of the policies by City shall not affect coverage provided to District, its officers, employees, agents, or contractors.

c. City shall state that the policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage:

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to District.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII, or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code section 6500, et seq., and is subject to the approval of District.

F. Verification of Coverage

City shall furnish District with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed pursuant to the Notice provisions herein this Agreement.