

CITY COUNCIL RESOLUTION NO. 2-16

RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND APPROVING THE UMBRELLA JOINT USE AGREEMENT WITH THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT FOR COMMUNITY RECREATION PURPOSES

WHEREAS, Chapter 10 of Part 7 of Division 1 of the California Education Code, commencing with section 10900 (the “Community Recreation Act”), authorizes public entities to cooperate with one another to organize, promote, and conduct programs of community recreation that will contribute to the attainment of general educational and recreational objectives for children and adults of the state; and

WHEREAS, Education Code section 10905 specifically authorizes public entities to cooperate with one another to establish, improve, or maintain recreation facilities; and

WHEREAS, Education Code section 10910 authorizes the governing body of any school district to grant the use of any building, grounds, or equipment of the district to any other public authority for community recreational purposes if such use will not interfere with use of the buildings, grounds, and equipment for any other purpose of the public school system; and

WHEREAS, the City of Richmond (“City”) and the West Contra Costa Unified School District (“District”) intend to enter into an umbrella joint use agreement for the use of the other’s recreational facilities in an effort to promote efficient and effective use of public resources and to provide increased access to educational and recreational opportunities for District students, City residents, and the community; and

WHEREAS, District and City have negotiated the attached Umbrella Joint Use Agreement (“Agreement”) to facilitate and effectuate the desires of the parties to promote efficient and effective use of public resources and to provide increased access to educational and recreational opportunities; and

WHEREAS, City’s use of the District’s recreational facilities detailed in Exhibit “A” to the Agreement will not interfere with the use of the buildings, grounds, and equipment for any other District purpose in or on those facilities ; and

WHEREAS, District’s use of the City’s facilities detailed in Exhibit “B” to the Agreement will not interfere with the use of the buildings, grounds, and equipment for any other City purpose in or on those facilities; and

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Richmond hereby finds, determines, declares, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The form of Agreement is hereby approved.
3. The City Manager or his designee is hereby authorized to execute all documents and expend all funds necessary to execute the Agreement and any documents associated thereto.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held January 19, 2016, by the following vote:

AYES: Councilmembers Bates, Beckles, Martinez, McLaughlin, Pimplé,
Vice Mayor Myrick, and Mayor Butt.
NOES: None.
ABSTENTIONS: None.
ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

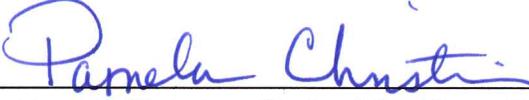
TOM BUTT
Mayor

Approved as to form:

BRUCE GOODMILLER
City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 2-16**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on January 19, 2016.



Pamela Christian, Clerk of the City of Richmond

**JOINT USE AGREEMENT BETWEEN WEST CONTRA COSTA UNIFIED DISTRICT AND
THE CITY OF RICHMOND**

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

RECITALS

- A. WHEREAS, District is the owner of certain real property as set forth in Exhibit "A," located within the District ("School Sites"); and
- B. WHEREAS, the City is the owner of certain real property as set forth in Exhibit "B" located within the City of Richmond ("City Sites"); and
- C. WHEREAS, the provisions of Education Code sections 10900 through 10914.5, inclusive, (the "Community Recreation Act") authorize and empowers 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 each other for such purposes; and
- D. WHEREAS, the District and City's joint use of the recreational and educational facilities located on the School Sites and City Sites will provide a benefit to the students who attend the schools 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 be for three (3) years commencing on Effective Date, and shall remain in effect until _____, 2019, and shall continue from year to year unless terminated earlier pursuant to the termination provisions set forth in this Agreement.
 - 1.1. **Option to Extend.** Upon the District's determination of noninterference as required by Education Code section 17529, the term of the Agreement may be extended an additional two (2) year term.
2. **JOINT USE OF SITES.**
 - 2.1. **District School Sites:**
 - 2.1.1. **District Use.** The District's use of the buildings, grounds, equipment or recreational facilities ("District Recreational Facilities") located on the School Sites for any purpose shall take precedence and priority over the City's or any other person's or entity's use. "District's Use" includes use of the District Recreational Facilities, without limitation:
 - 2.1.1.1. Use during any time when school is in session, including Summer School;
 - 2.1.1.2. Use during any time that has been scheduled in advance by the various school principals or other school officers for classes, activities, exercises, or functions; and

- 2.1.1.3. Use during any time when the District has permitted another person or entity to use the District Recreational Facilities for specific event(s) or activity(ies). City acknowledges and agrees that District may have existing, pre-scheduled use that cannot be re-scheduled to accommodate City's use. In this event, City shall have second priority behind the existing and pre-scheduled use.
- 2.1.2. **City's Use.** The City may use the District Recreational Facilities when such use does not conflict with the District's Use. City's right of use shall be non-exclusive.
 - 2.1.2.1. City's use of the District Recreational Facilities shall be pursuant to the District's existing rules and regulations pertaining to the use of the District Recreational Facilities ("District Use Rules"). A copy of the District Use Rules is attached hereto as Exhibit "C".
 - 2.1.2.2. City shall schedule its use of the District Recreational Facilities using the SchoolDude facilities scheduling software.
- 2.1.3. **Use Fees.** City shall pay a "Use Fee" related to the direct costs to District for City's use of District Recreational Facilities. The direct costs shall include, but not be limited to, costs for District staff required to be present at the District Recreational Facilities during City's use. All users will be required to pay the fees for District facilities as outlined in Exhibit "C".
- 2.1.4. **Closure of District Recreational Facilities.** The Parties recognize that the District 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 the City of any conditions necessitating a closure of the District Recreational Facilities or any portion thereof. If possible, notification of the closure shall be provided at least seventy-two (72) hours in advance of the closure.

2.2. **City Sites:**

- 2.2.1. **City Use.** The City's use of the buildings, grounds, equipment or recreational facilities ("City Recreational Facilities") located on the City Sites for any purpose shall take precedence and priority over the District's or any other person's or entity's use. "City's Use" includes use of the City Recreational Facilities, without limitation:
 - 2.2.1.1. Use during any time when a scheduled recreation program is in session;
 - 2.2.1.2. Use during any time that has been scheduled in advance by City staff for classes, activities, exercises, or functions; and
 - 2.2.1.3. Use during any time when the City has permitted another person or entity to use the City Recreational Facilities for specific event(s) or activity(ies). District acknowledges and agrees that City may have existing, pre-scheduled use that cannot be re-scheduled to accommodate District's use. In this event, District shall have second priority behind the existing and pre-scheduled use.
- 2.2.2. **District's Use.** The District may use the City Recreational Facilities when such use does not conflict with the City's Use. District's right of use shall be non-exclusive.
 - 2.2.2.1. District's use of the City Recreational Facilities shall be pursuant to the City's existing rules and regulations pertaining to the use of the City Recreational Facilities ("City Use Rules"). A copy of the City Use Rules is attached hereto as Exhibit "D".

- 2.2.3. **Use Fees.** District shall pay a "Use Fee" related to the direct costs to City for District's use of City Recreational Facilities. The direct costs shall include, but not be limited to, costs for City staff required to be present at the City Recreational Facilities during District's use. All users will be required to pay the fees for City facilities as outlined in Exhibit "D".
- 2.2.4. **Closure of City Recreational Facilities.** The Parties recognize that the City Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. City shall notify the District of any conditions necessitating a closure of the City Recreational Facilities or any portion thereof. If possible, notification of the closure shall be provided at least seventy-two (72) hours in advance of the closure.

3. **USE OF THE PARTIES' RECREATIONAL FACILITIES**

- 3.1. **Priority of Scheduling Use.** Facility usage assignments will be based upon the following priorities for City and District facilities. Third, fourth and fifth priority uses shall not be scheduled until first and second priorities are set and shall not interfere with the City and/or District scheduled activities. Third, fourth and fifth priority users shall be required to adhere to the directions set forth in Section 3.2 with regards to requesting use of City and/or District facilities. City and District staff will make reasonable efforts to meet the needs of these users.

- 3.1.1. **City Facilities**

- 3.1.1.1. Programs administered or co-sponsored by the City
- 3.1.1.2. Programs administered or co-sponsored by the District
- 3.1.1.3. Resident youth groups
- 3.1.1.4. Non-resident youth groups
- 3.1.1.5. Adult groups

- 3.1.2. **District Facilities**

- 3.1.2.1. Programs administered or co-sponsored by the District
- 3.1.2.2. Programs administered or co-sponsored by the City
- 3.1.2.3. Resident youth groups
- 3.1.2.4. Non-resident youth groups
- 3.1.2.5. Adult groups

- 3.2. **Process to Request/Schedule Facility Use.** The Parties shall follow the following process in scheduling each Party's use of the other Party's Recreational Facilities:

- 3.2.1. City staff is responsible for scheduling City facilities.
- 3.2.2. District staff is responsible for scheduling District facilities.

- 3.2.3. City will submit City requests for use of the District Recreational Facilities via SchoolDude to District staff twice per year by May 1st (for the September – February) and November 1st (for March – August) of each year or other mutually agreeable dates.
 - 3.2.4. District will submit requests for use of the City Recreational Facilities to City staff twice per year by May 1st (for the September – February) and November 1st (for March – August) of each year or other mutually agreeable dates.
 - 3.2.5. Designated City and District staff will review each Party's requests and will make reasonable efforts to accommodate requests based on priority listing and facility availability.
 - 3.2.6. All users are required to complete appropriate District or City permit forms, pay applicable fees, and meet insurance requirements set by the District and City as outlined in Exhibits C and D respectively in order to request use of District and/or City facilities.
 - 3.2.7. Non-City and non-District users will be scheduled based on the priority listing, remaining facility availability and on a "first come, first served" basis.
 - 3.2.8. Once each Party has developed a schedule for its own Recreational Facilities usage, designated staff from each Party will provide the other Party with the proposed schedule.
 - 3.2.9. Once the Parties agree to a "Master Joint Use Schedule", each Party's scheduled use of the Recreational Facilities shall receive priority over all other use, except as may be otherwise required by law or mutual written agreement of the Parties.
- 3.3. **Use Fees.** All users will be required to pay the fees for District or City facilities as outlined in Exhibit "C" and Exhibit "D".
- 3.4. **Requests Outside of Master Joint Use Schedule.** In the event a Party requires the use of the other Party's Recreational Facilities at a time that has not been mutually agreed to by the Parties, and that does not appear on the Master Joint Use Schedule, that Party shall comply with the other Party's Application for Use of Facilities and all applicable requirements thereto.
- 3.5. **Permits are Non-Transferrable.** Permits cannot be transferred, assigned, or sublet.
- 3.6. **Posting of Master Joint Use Calendar.** The completed Master Joint Use Calendar shall be posted on each Party's websites and/or in other public places to encourage transparency and information sharing for residents and users.
- 3.7. **Cancellations or Changes.** In the event that a previously scheduled event needs to be cancelled, each Party shall make reasonable efforts to notify the other Party not less than ten (10) business days prior to a scheduled event to be held in a Party's Recreational Facility. Each Party shall make reasonable efforts to ensure that cancellations occur only due to unforeseen conflicts and shall make reasonable efforts to reschedule use on/in another facility. Third, fourth and/or fifth priority users shall make reasonable efforts to notify the City or District not less than twenty (20) business days prior to a scheduled event to be held in a Party's Recreational Facility.

4. **MAINTENANCE.**

- 4.1. **City Maintenance.** City agrees to provide, at its own cost and expense, any and all maintenance for the City Recreational Facilities. Maintenance to be provided by City shall be staffed by City's personnel, be consistent with the normal maintenance levels as applied to other comparable City Recreational Facilities and shall insure safe and healthful use. Maintenance to be provided by

City shall also include payment by City, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

- 4.2. **District Maintenance.** District agrees to provide, at its own cost and expense, any and all maintenance for the District Recreational Facilities. Maintenance to be provided by District shall be staffed by District personnel, be consistent with the normal maintenance levels as applied to other comparable District schools and shall insure safe and healthful use. Maintenance to be provided by District shall also include payment by District, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.
5. **CUSTODIAL.** Each Party agrees to provide, at its own cost and expense, any and all custodial services for their respective facilities for special, on-going uses of District or City Recreational Facilities. Each Party will return utilized space in a clean and useable manner after each use which includes the removal and proper disposal of trash. If either Party fails to adhere to the provisions in this section, that Party may be charged applicable fees and billed directly as an extra cost under this Agreement.
6. **REPAIRS.** The Parties agree that each Party shall be responsible for any damage, injuries, or harm caused by use of the other Party's Recreational Facilities. The Party using the other Party's Recreational Facilities shall repair, or cause to be repaired, or will reimburse the Party that owns the Recreational Facilities for the cost of repairing damage done to the Recreational Facilities of the other Party, other than ordinary wear and tear items.
 - 6.1. Any dispute regarding the responsibility for damages shall be resolved pursuant to the dispute resolution procedures indicated herein.
7. **JOINTLY DEVELOPED FACILITIES.** Should the Parties agree to jointly fund and/or develop a facility, site-specific agreements would be developed to address details required for satisfactory design, construction, maintenance, repair, renovation, use, and other items which have not been anticipated in this Agreement.
8. **INDEMNIFICATION.**
 - 8.1. **Indemnification of District.** 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 ("District's Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suits, and actions ("Claims against the City") 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, connecting with or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the City in conjunction with this Agreement except to the extent that the Claims against the City are not caused by the negligence or willful misconduct of the District's Indemnified Parties. The District shall have the right to accept or reject any legal representation that City proposes to defend the District's Indemnified Parties.
 - 8.2. **Indemnification of City.** To the furthest extent permitted by California law, District shall protect, defend, indemnify and hold harmless City, and its officers, agents, representatives, consultants, employees, trustees and volunteers ("City's Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suites and actions ("Claims against the District") 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, connecting with or resulting from the performance the Agreement or from any activity, work, or thing done, permitted, or suffered by the District in conjunction with this Agreement to the extent that the Claims against the District are not caused by the negligence or willful misconduct

of the City's Indemnified Parties. The City shall have the right to accept or reject any legal representation that District proposes to defend the City's Indemnified Parties.

9. **INSURANCE.** Each Party shall, during the Term, maintain in force the policies set forth in and required by each Party's use permit policies. All policies, endorsements, certificates shall be subject to approval by the other Party's Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.
10. **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.
11. **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 Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attn: City Manager

DISTRICT

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA 94801
Attn: Director of Facilities & Construction

Notice shall be deemed effective on the date personally delivered or, if mailed, three 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.

12. **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.
13. **NON-DISCRIMINATION.** Neither Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.
14. **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.
15. **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.
16. **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 Recreational Facilities.
17. **FACILITY SUPERVISION AND STAFFING.** Each Party shall have sufficient responsible representatives present at all times at any event held on the respective Party's Recreational Facilities.
18. **FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS.** Each Party 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.

19. **DISPUTE RESOLUTION.** If a dispute arises that is related, in any way, to this, 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 legal action.
20. **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 West Contra Costa County, California.
21. **PROHIBITED ACTIVITIES.** Use of tobacco products, intoxicants, or narcotics is prohibited in or about the Party's Recreational Facilities. Profane language, quarreling, fighting, and/or gambling is also prohibited.
22. **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.
23. **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.
24. **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.
25. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
26. **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.
27. **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.
28. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
29. **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.

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

APPROVED AS TO FORM:

CITY OF RICHMOND
A municipal corporation

City Attorney

Signature

Print Name
City Manager

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
A California public school district

Signature

Print Name
Superintendent

EXHIBIT A
DISTRICT RECREATIONAL FACILITIES

WCCUSD & City of Richmond Joint Use Agreement

EXHIBIT "A"

DISTRICT RECREATIONAL FACILITIES

WCCUSD	LOCATION	SITES
Caesar Chavez Elementary School	960 17 th Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Coronado Elementary School	2100 Maine Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Ford Elementary School	2711 Maricopa Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Grant Elementary School	2400 Downer Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Highland Elementary School	2829 Moyers Road	Multi-Purpose Room & Outdoor Playyards/Playfields
King Elementary School	4022 Florida Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Lincoln Elementary School	29 – 6 th Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Mira Vista Elementary School	6397 Hazel Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Murphy Elementary School	4350 Valley View Road	Multi-Purpose Room & Outdoor Playyards/Playfields
Nystrom Elementary School	230 Harbour Way South	Multi-Purpose Room & Outdoor Playyards/Playfields
Olinda Elementary School	5855 Olinda Road	Multi-Purpose Room & Outdoor Playyards/Playfields
Peres Elementary School	719 5 th Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Sheldon Elementary School	2601 May Road	Multi-Purpose Room & Outdoor Playyards/Playfields

Stege Elementary School	4949 Cypress Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Valley View Elementary School	Maywood Drive & Meadowbrook Drive	Multi-Purpose Room & Outdoor Playyards/Playfields
Verde Elementary School	2000 Giaramita Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Washington Elementary School	565 Wine Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Wilson Elementary School	629 – 42 nd Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Lavonya DeJean Middle School	3400 MacDonald Avenue	Multi-Purpose Room, Gymnasium Bldg. & Outdoor Playyards/Playfields
De Anza High School	5000 Valley View Road	Multi-Purpose Room, Gymnasium Bldg. & Athletic Fields
John F. Kennedy High School	4300 Cutting Boulevard	Multi-Purpose Room, Gymnasium Bldg. & Athletic Fields
Richmond High School	1250 23 rd Street	Multi-Purpose Room, Gymnasium Bldg. & Athletic Fields
Sylvester Greenwood Academy	715 Chanslor Avenue	Multi-Purpose Room & Gymnasium Bldg.
Alvarado Adult School	5625 Sutter Street	Multi-Purpose Room
Serra Adult School	6028 Ralston Avenue	Multi-Purpose Room
Fairmede Park	End of JoAnn Drive	Park/Fields
Hilltop Park (District ½)	Robert H. Miller Drive & Groom Drive	Park/Fields

EXHIBIT B
CITY RECREATIONAL FACILITIES

WCCUSD & City of Richmond Joint Use Agreement

EXHIBIT "B"

CITY RECREATIONAL SITES

CITY FACILITIES	LOCATION
Nicholl Park	32nd & Macdonald Ave
Recreation Complex	33rd & Macdonald Ave
Kennedy Park	41st & Cutting
Booker T. Anderson Community Center & Park	47th & Cypress
Wendell Park	24th & Wendell Ave
May Valley Center	Morningside Drive
Nevin Community Center & Park	7th Street & Nevin Ave
Shields Reid Community Center & Park	1410 Kelsey St
Country Club Vista	Rich Pkwy & Parkridge
Belding-Garcia Park	17th street and Coalinga Ave.
Atchinson Park	Bissell & Curry
Judge Carroll Pk (Field House)	W. Cutting & Garrard
Marina Bay Park	Regatta & Marina Bay Parkway
Hilltop Lake Park	Richmond Parkway & Lakeside Dr.
Hilltop Park (City 1/2)	Robert H Miller Dr. & Groom Dr.
Lucas Park	10th Street and Lucas Avenue
3rd Street Ballfield	3rd Street and Da Villa
Martin Luther King Jr. Park	Harbour Way & Virginia Ave.

EXHIBIT C
DISTRICT FACILITY USE RULES

WCCUSD & City of Richmond Joint Use Agreement

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 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 D
CITY FACILITY USE RULES

WCCUSD & City of Richmond Joint Use Agreement



Application for Field Use Permit:
RECREATION DEPARTMENT

3230 Macdonald Avenue, Richmond CA 94804. Tel: 510-620-6793 FAX: 510-620-6583.

1. Name of Organization		a. City <input type="checkbox"/> b. W.C.C.U.S.D. <input type="checkbox"/> c. Non-Profit <input type="checkbox"/> d. Private <input type="checkbox"/> d. Business <input type="checkbox"/>	
2. Name of Applicant		Tel: #	Fax:#
3. Address of Applicant		E-Mail:	
4. City, State		ZIP Code	
5. Person in charge of Activity		Tel:#	Fax:#
6. Priority: City Recreation Leagues, School District, Richmond based Leagues and Teams, Richmond Membership of 51% and Richmond Businesses.		Richmond Residents?	51% Membership? Business License #
7. Fields Requested: (Include other options/fields as alternative if field requested is not available.)		Start Date:	End Date: Times FROM---TO
8. Sport or Type of Use: Please attach team roster			
9. League or Sport Sanction: Please provide contact information for the governing amateur sports organization of which you are a local member, i.e. USAAA, CSAN, CYSAN, PONY Baseball, Little League; WCCUSD...	Organization Name		Tel:#
	Contact		Fax:#
	Address		Annual Fees Paid? \$
	City, State, ZIP		Expiration Date?
	Please attach a copy of the League Bylaws, or Rules.		
10. Insurance Please provide contact information for the liability insurance carrier for your league participants.	Organization Name		E-Mail:
	Contact		Tel: # Fax:#
	Address		Premium Paid? \$
	City, State, ZIP		Expiration Date?
	Please attach a copy of your current Liability Insurance Listing City of Richmond as "Additional Insured" or a completed copy of the Insurance Verification Form.		
11. Board of Directors and Roster of Team Coaches Please attach a copy of your current Board of Directors on Letterhead and include a Team Roster, listing the names, addresses and phone numbers of the head coach for each team in your league that will be playing on a City of Richmond Field, if a permit is issued.			
12. Will you have or permit Concession Sales?	Yes	No	If yes, please attach a current Food Handler Permit. Concession Name and Phone Number
	CCC Health Services Department: Tel: # 925-646-5225		Types of Items
13. Will you have or permit Amplified Sound?	Yes	No	If yes, please attach a current sound permit application. Your sound permit may be revoked at any time. You may be requested to turn down or turn off any amplified sound in any City park.
14. Sponsor Placards?	Yes	No	Any Sponsor Placards must be approved in advance and be removed after the rental periods specified in the rental permit.
Recreation & Parks Office Use Only: Date Application Received: Staff Intake Initials: Priority: ___ City Recreation League ___ WCC Unified School District ___ Richmond Youth League /Team ___ Non-resident Youth groups ___ Adult groups ___ Other: _____		Verify Attachments: League Sanction/Bylaws Certificate of Insurance Board Member List..... Roster of Teams/Coaches Game Schedule Concession Permit/License Sound Permit Other (list)	
		Approvals: APPLICATION Approved <input type="checkbox"/> Denied <input type="checkbox"/> _____ Community Services Program Manager ADJUSTMENT ____ % Approved <input type="checkbox"/> Denied <input type="checkbox"/> TENTATIVE PERMIT # _____	

Waiver, Indemnification & Assumption of Risk

The above named person(s) and their registered participants (herein after, "APPLICANTS") wish to rent the City of Richmond (CITY) facility(ies) (FACILITY) listed above. As a condition of application and rental use, APPLICANTS hereby release and discharge the CITY, its constituent organizations, including but not limited to Recreation & Parks, Richmond PAL, and all their officers, employees and volunteers from any and all claims for personal injuries or property damage that APPLICANTS may suffer as a result of participation in the rental use described above, whether or not such injuries or damage are caused by the negligence, active or passive, of any of the entities or individuals described above.

APPLICANTS agree to take instruction on proper use and care of the facility and equipment involved. APPLICANTS accept FACILITY in the condition found at start of each rental period requested and agree to conduct a FACILITY inspection to verify that FACILITY is in fact acceptable to APPLICANTS prior to each rental period and use. APPLICANTS agree to abide by the rules and regulations, policies and procedures, governing the above described activity. APPLICANTS agree that CITY may take and use APPLICANTS photo(s) without restriction or compensation. APPLICANTS agree that CITY may revoke permit without prior notice, restriction or compensation. APPLICANTS agree to reschedule any dates unavailable due to rain, FACILITY condition or other cause at the end of permitted use as available by CITY. APPLICANTS understand that APPLICANTS may be suspended and/or evicted from the FACILITY, without appeal if APPLICANTS are found to be in violation of rules and regulations, including, but not limited to, possession of a weapon, illegal substances, threats or disorderly conduct, defacing or destruction of public property and will forfeit APPLICANTS rights to a refund for any portion of the rental fees.

APPLICANTS hereby warrant and represent that APPLICANTS participants are physically fit and capable of participating in such activity, WITHOUT RESTRICTION. APPLICANTS make this warranty and representation on the basis of advice given to APPLICANTS by a duly licensed medical doctor within the last six months, and know of no change in medical condition since receiving such advice that would affect the opinion of the said medical doctor. APPLICANTS agree that in the event participant(s) is/are injured as a result of participation in the above named activity or program, including transportation to and from these activities whether or not caused by the negligence, active or passive, of the CITY, or any of its agents or employees, recourse for the payment of any resulting hospital, medical, dental treatment or related costs and expenses will be FIRST had against any accident, hospital, medical or dental insurance, or any benefit plan of APPLICANTS or APPLICANTS' estate.

APPLICANTS further understand that accidents and injuries can arise out of use of CITY FACILITY and from the use of equipment in connection with the programs. Nevertheless, APPLICANTS hereby agree on behalf of its participants, to assume those risks and to release and hold harmless all of the persons or agencies mentioned above whom, through carelessness or negligence might otherwise be liable to APPLICANTS, or participant, for damages. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on APPLICANTS, or participant's heirs and assigns.

RULES AND REGULATIONS FOR USE OF PARKS AND FIELDS

1. Applications are to be submitted to the Recreation Department, located at 3230 Macdonald Avenue, Richmond, CA 94804 between 8:30 a.m. and 5:00 p.m.
2. The person(s) completing the application (applicant) must be at least 21 years of age, be in attendance at the scheduled event, and must be responsible for the requested facility and or grounds. Application for use by schools or related groups requires the applicant to be the school principal.
3. Most scheduling is done at the beginning of the calendar year on a first come first served basis. As much as possible, scheduling is worked out among the prospective field users. Field assignments will be based upon the following priorities when there is a conflict consideration The Recreation Department shall have first priority in use of the park or public facility.
4. On rare occasions it may be necessary to reschedule, relocate, or deny a permit previously approved within a park, facility, or community center due to a schedule conflict. In this situation, the applicant will be notified as soon as possible.
5. A one (1) hour minimum applies to all rentals. Trash can extra fee is a standard charge associated for park, court or field usage. Extra fees may be charged for concession, sound permit, and Astro-Jumpers and related equipment.
6. League/Team Rosters are required- include names and address of members.
7. The Recreation Department, acting with reasonable discretion, reserves the right to refuse permits for special uses of its parks, facilities and community centers.
8. Permits cannot be transferred, assigned, or sublet.
9. Permits for groups composed of minors (under the age of 21 years) will be issued only to adults who accept responsibility for supervising them through the period covered by the permit.
10. In accordance with the General Policy: the use of Recreation & Parks facilities will not be granted: a) to persons, groups, associations, clubs or organizations desiring use for "private gain," a term which is defined and used here to mean use for the principal purpose of making a profit not pledged to be devoted to public or welfare use; b) when, for any reason, as determined by the Recreation Department, such use may not be in the interest of the City of Richmond; c) to any party or organization, political or otherwise that advocates the overthrow of the government of the United States, or of the State of California, by force, or violence or other unlawful means.
11. The Recreation Department must be informed of all fund-raising events. Any group engaging in concession sales hereby agrees to pay the City of Richmond a flat fee or percentage of the gross on all sales made, to be determined by the Director.
12. No alcoholic beverages are allowed, except with the prior approval from the Director of Recreation Department. In such a case, an Alcoholic Beverage Control Permit must be obtained in cases of sale by the applicant and fee paid for the permit for possession and consumption of alcoholic beverages and a copy submitted to the department with this application prior to approval of the rental.
13. If usage has been approved, have Use Permit available with you at all times during your event.
14. Signs, banners, decorations, etc. shall not be permanently affixed to any plant growth, building, wall or light fixture by use of nails, screws, wire, etc.
15. Riding bicycle, motorcycle or motor scooter in parks is prohibited. Riding horse, donkey or other animal in parks is regulated. It is unlawful for any person to ride any horse, donkey or animal capable of being ridden in any city park, playground or play lot unless there has been posted, on the authority of the Recreation Department, a sign or signs in such park, playground or play lot indicating that such activities are permitted. (City Ordinance No. 1714)
16. Clients need to make arrangements for additional portable toilet (s) at their own expense if renting a park since SOME PARKS MAY NOT HAVE ADEQUATE RESTROOM FACILITIES FOR YOUR NEEDS. The portable restrooms should be placed in the area along a pathway and removed the following day AND NOT MORE THAN 48 HOURS after an event.
17. Water hook up is available at most parks. Contact Parks and Landscaping at 510.231-3004 for additional information.
18. Please check with Recreation Staff for dragging and lining of fields.
19. Deposit fees are required to hold the requested date on the application. The applicant hereby agrees to pay the cost of damage to park facilities rented and to leave the park and its facilities in a clean and orderly condition. Deposit will be forfeited if the facility is not left in a clean and orderly condition, or if breakage occurs. Refunds generally take a minimum of three (3) weeks and may take up to eight (8) weeks and will be by check only.
20. Cancellation Policy: Deposit and rental fees may be refunded if an event is cancelled based upon the following deadlines.
 1. Thirty-one days or more prior to the event – Full refund 100%
 2. Thirty days or less - NO REFUND... Rental deposit will not be refunded.
21. Organizations are to list the City of Richmond, as an "additional insured" for \$1,000,000.00 on comprehensive liability insurance and provide 30 days written notification of loss or cancellation. A copy of the policy should be sent to Recreation Department, 3230 Macdonald Avenue, Richmond, CA 94804 or by fax 510-620-6583.

Acknowledged by: _____ Date: _____

(Your signature confirms acceptance of above mentioned Rental Policy. Keep a copy for your file)

CONVENTION CENTER LOBBY		
MONDAY-THURSDAY - R, HOURLY	\$ 125.00	\$ 566.00
- NR, HOURLY	\$ 147.00	\$ 566.00
FRIDAY -SUNDAY - R, HOURLY	\$ 147.00	\$ 550.00
-NR, HOURLY	\$ 170.00	\$ 550.00
CONVENTION CENTER KITCHEN – CHARGED PER UNIT		
SHARED USE W/ EVENT BOOKING	\$ 91.00	
SOLE USE W/EVENT BOOKING	\$ 141.00	
SOLE USE WITHOUT EVENT BOOKING – 6 HRS MAX	\$226.00	\$ 226.00
DRESSING ROOMS- CHARGED PER UNIT		
BAND/CHORUS ROOM : W/ EVENT BOOKING	\$ 57.00	
INDIVIDUAL DRESSING ROOMS : W/EVENT BOOKING PER ROOM (UPSTAIRS)	\$ 28.00	
MARQUEE – PER DAY	\$ 10.00	
PER WEEK	\$ 50.00	
CONCERT RECEIPTS PER TICKET SOLD	\$ 1.00 OR 10% OF GROSS TICKET OR ADMISSION PRICES	
AS PERCENT OF CONCESSIONS (GROSS)	20 %	
BOOTHS, FESTIVALS & OTHER SPECIAL EVENTS		
NON-PROFIT INFORMATION/CRAFTS	\$ 52.00	
NON-PROFIT FOOD VENDOR	\$ 190.00	
COMMERCIAL FOOD VENDOR	\$ 282.00	
COMMERCIAL MERCHANDISE	\$ 98.00	
OFFICE SPACE, LEASED (BY SPECIAL ARRANGEMENT)	TBD	
* EXTRA FEES - \$200.00 WILL BE ASSESSED PER EVENT DURING THE MONTH OF DECEMBER AFTER HOLIDAY DECORATIONS HAVE BEEN PLACED IN THE RICHMOND CONVENTION CENTER.		

Community Center Rooms (Includes Tables and Chairs)

Social Hall - ® (RRC and Sr.C)	\$58/hr.	\$408
Social Hall - (NR) (RRC and Sr.C)	\$88/hr.	\$408
Social Hall - ® (MLK and Nevin)	\$47/hr.	\$233
Social Hall - (NR) (MLK and Nevin)	\$70/hr.	\$408
Social Hall - ® (BTA, Shields, Parchester)	\$35/hr.	\$233
Social Hall - (NR) (BTA, Shields, Parchester)	\$58/hr.	\$408
Conference Rooms - ® (BTA, Shields, MLK, Nevin, RRC, May Valley, Pt. Richmond, Sr. Annex)	\$23/hr.	\$116
Conference Rooms - (NR) (BTA, Shields, MLK, Nevin, RRC, May Valley, Pt. Richmond, Sr. Annex)	\$35/hr.	\$116

Field Permits (No bags, goals or field markings)

Baseball/Softball - Youth ®	\$7/hr.	\$291-League
Baseball/Softball - Youth (NR)	\$11/hr.	\$466-League
Adult Softball ®	\$11/hr.	\$291League
Adult Softball (NR)	\$17/hr.	\$466-League
Adult Baseball	\$47/Game	\$116 per use
Adult Baseball – on going use	\$47/Game	\$291-League
Soccer - Youth ®	\$8/hr.	\$116 on-going
Soccer - Youth (NR)	\$17/hr.	\$116 on-going
Soccer - Adults ®	\$17/hr.	\$291
Soccer - Adults (NR)	\$29/hr.	\$350-League
Lawn Bowling Green	Special Arrangements	
Tennis Courts - (Note: Tennis Pro by special permit/contract only.)	\$9/hr.(R \$14/hr. (NR)	\$125 for tournaments

Gymnasiums

Gymnasium ® (BTA/MLK & RRC) (NR)	\$64/hr. \$88/hr.	\$116 \$116
Gymnasium - as Social Hall ® (BTA/MLK & RRC) (NR)	\$140/hr. \$175/hr.	\$291 \$582
ADULT RECREATION CLASSES (INCLUDES LEAGUES) VARIES	FREE TO \$348.00	
YOUTH RECREATION CLASSES (INCLUDES LEAGUES) VARIES	FREE TO \$348.00	
Other gym use by special permit only		

FACILITY	APPROVED FEE	APPROVED DEPOSIT FEE
CONVENTION CENTER: (OTHER AGREEMENT FOR CONCERT PROMOTERS MAY BE REQUIRED). JANITORIAL SUPPLY, PERSONNEL ATTENDANT FEE AND OTHER EXTRA FEES MAY APPLY- PLEASE REFER TO FEE SCHEDULE UNDER EXTRA FEES.		
DEPOSIT FEE (REQUIRED FOR ALL RENTALS)	\$ 2,717.00	\$ 2,717.00
CONVENTION CENTER COMPLEX RATE: EVENTS THAT USE THE ENTIRE CONVENTION CENTER COMPLEX WILL BE CHARGED A PER HOUR DAILY FEE FOR USE. EXCLUDES THE KITCHEN AND DRESSING ROOMS.		
MONDAY – THURSDAY, HOURLY	\$ 278.00	\$ 2,717.00
FRIDAY-SUNDAY, HOURLY	\$ 340.00	\$ 2,717.00
MAIN FLOOR FOR LESS THAN A DAY WILL BE CHARGED AT THE PER HOUR RATE, MINIMUM OF FOUR (4) HOURS.		
MONDAY-THURSDAY, HOURLY	\$ 198.00	\$ 2,717.00
FRIDAY -SUNDAY, HOURLY	\$ 226.00	\$ 2,717.00
BINGO, 8 HOURS MAX./ DAILY RATE	\$ 1,132.00	\$ 2,717.00
BERMUDA & CATALINA ROOMS		
MONDAY -THURSDAY, HOURLY – R - NR	\$102.00 \$ 147.00	\$ 566.00 \$ 566.00
FRIDAY -SUNDAY, HOURLY – R -NR	\$ 125.00 \$ 158.00	\$ 550.00 \$ 550.00
TERRACE ROOMS ARE BASED UPON A THREE (3) HOUR MINIMUM AT THE PER HOUR RATE.		
C/D/E/F/G/H	\$ 566.00	\$ 566.00
1 TERRACE ROOM – R, HOURLY - NR, HOURLY	\$ 51.00 \$ 63.00	\$ 566.00 \$ 566.00
ADDITIONAL TERRACE ROOM- R, HOURLY -NR, HOURLY	\$ 34.00 \$ 46.00	\$ 566.00 \$ 566.00
CONVENTION CENTER LOBBY		
MONDAY-THURSDAY- R, HOURLY - NR, HOURLY	\$ 125.00 \$ 147.00	\$ 566.00 \$ 566.00

FRIDAY -SUNDAY - R, HOURLY	\$ 147.00	\$ 550.00
-NR, HOURLY	\$ 170.00	\$ 550.00
CONVENTION CENTER KITCHEN – CHARGED PER UNIT		
SHARED USE W/ EVENT BOOKING	\$ 91.00	
SOLE USE W/EVENT BOOKING	\$ 141.00	
SOLE USE WITHOUT EVENT BOOKING – 6 HRS MAX	\$226.00	\$ 226.00
DRESSING ROOMS- CHARGED PER UNIT		
BAND/CHORUS ROOM: W/ EVENT BOOKING	\$ 57.00	
INDIVIDUAL DRESSING ROOMS: W/EVENT BOOKING PER ROOM (UPSTAIRS)	\$ 28.00	
MARQUEE – PER DAY	\$ 10.00	
PER WEEK	\$ 50.00	
CONCERT RECEIPTS PER TICKET SOLD	\$ 1.00 OR 10% OF GROSS TICKET OR ADMISSION PRICES	
AS PERCENT OF CONCESSIONS (GROSS)	20 %	
BOOTH, FESTIVALS & OTHER SPECIAL EVENTS		
NON-PROFIT INFORMATION/CRAFTS	\$ 52.00	
NON-PROFIT FOOD VENDOR	\$ 190.00	
COMMERCIAL FOOD VENDOR	\$ 282.00	
COMMERCIAL MERCHANDISE	\$ 98.00	
OFFICE SPACE, LEASED (BY SPECIAL ARRANGEMENT)	TBD	
* EXTRA FEES - \$200.00 WILL BE ASSESSED PER EVENT DURING THE MONTH OF DECEMBER AFTER HOLIDAY DECORATIONS HAVE BEEN PLACED IN THE RICHMOND CONVENTION CENTER.		

Community Center Rooms (Includes Tables and Chairs)		
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Conference Rooms - (NR) (BTA, Shields, MLK, Nevin, RRC, May Valley, Pt. Richmond, Sr. Annex)	\$35/hr.	\$116
Field Permits (No bags, goals or field markings)		
Baseball/Softball - Youth ®	\$7/hr.	\$291-League
Baseball/Softball - Youth (NR)	\$11/hr.	\$466-League
Adult Softball ®	\$11/hr.	\$291League
Adult Softball (NR)	\$17/hr.	\$466-League
Adult Baseball	\$47/Game	\$116 per use
Adult Baseball – on going use	\$47/Game	\$291-League
Soccer - Youth ®	\$8/hr.	\$116 on-going
Soccer - Youth (NR)	\$17/hr.	\$116 on-going
Soccer - Adults ®	\$17/hr.	\$291
Soccer - Adults (NR)	\$29/hr.	\$350-League
Lawn Bowling Green	Special Arrangements	
Tennis Courts - (Note: Tennis Pro by special permit/contract only.)	\$9/hr.(R \$14/hr. (NR)	\$125 for tournaments
Gymnasiums		
Gymnasium ® (BTA/MLK & RRC) (NR)	\$64/hr. \$88/hr.	\$116 \$116
Gymnasium - as Social Hall ® (BTA/MLK & RRC) (NR)	\$140/hr. \$175/hr.	\$291 \$582
ADULT RECREATION CLASSES (INCLUDES LEAGUES) VARIES	FREE TO \$348.00	
YOUTH RECREATION CLASSES (INCLUDES LEAGUES) VARIES	FREE TO \$348.00	
Other gym use by special permit only		

Park Reservations – Standard Fees

Reservation of Nicholl, Country Club Vista, Marina Bay, Barbara & Jay Vincent, and Shimada are limited to the picnic areas, except by special arrangement.

All Rental Reservations requires a General Liability Insurance Coverage.

Permission is required for amplified sound at all parks.

Reservation for Residents 50 or less for general use	\$11/hr.	\$116
Resident groups of 51+ for general or fundraiser/commercial use (such as festival, carnival and/or major celebrations) will be charged. (Groups of 300 + is TBD)	\$23/hr. for 100 or less \$29/hr. for 101 to 199 \$47/hr. for 200+	\$116 for 100 or less \$233 over 101 +
Reservation for Non-Resident (Groups of 300 + is TBD)	\$23 for 50 or less \$47/hr. for 50- 100 \$58/hr. for 101 to 199 \$88/hr. for 200+	\$116 for 100 or less \$233 over 100
<p>Note: All park/picnic reservation fees not covered by this schedule will be done by special arrangement with the Division. Rental Fees are TBD. * The Division reserves the right to increase deposit fees deemed necessary to recover costs associated with risks involved.</p>		
<p>Picnic Areas Reservations for the following parks are for picnic areas only, except by special arrangement. Deposit fees are the same as for standard park reservations.</p>		
Nicholl, Country Club Vista, Barbara & Jay Vincent – ®	\$88/4 hrs. \$11/hr. thereafter	
Nicholl, Country Club Vista, Barbara & Jay Vincent – (NR)	\$116/4 hrs. \$17/hr. thereafter	
Marina Bay Park, Shimada Park – ®	\$11/Table/Day in addition to the Standard Fee	
Marina Bay Park, Shimada Park - (NR)	\$17/Table/Day in addition to the Standard Fee	
<p>Pools (20% more for Saturday and Sunday Rental)</p>		
Richmond Plunge	To be determined	
Richmond Swim Center		
Pool Rental - ®	\$70*/hr.	\$116
Pool Rental - (NR)	\$93*/hr.	\$175
Pool Lane Rental - ®	\$9/hr.	\$175 club/ organization
Pool Lane Rental - (NR)	\$14/hr.	\$350 club/ organization

*TBD - To Be Determined.

RENTAL EXTRA FEE LISTING

Rental Extra Fee	Abbr.	Adj.	Fee Amount
R- Resident NR- Non- Resident			
AUD-Alcohol Served ®	ALCSV-AUD-R	Yes	\$28.00
AUD-Alcohol Served (NR)	ALCSV-AUD-NR	Yes	\$57.00
AUD-Alcohol Sold ®	ALCSLD-AUD-R	Yes	\$57.00
AUD-Alcohol Sold (NR)	ALCSLD-AUD-NR	Yes	\$113.00
AUD-Chairs Per Item	CHRS-AUD	Yes	\$0.54
AUD-Cleaning Fee, Main	CLEAN-AUD-M	Yes	\$3,962.00
AUD-Cordless Microphone	MICROPH-AUD	YES	\$54.00
AUD-Damage Fee-Concert	DAMG-CWA-AUD	Yes	\$2,717.00
AUD-Damage Fee-Concert	DAMG-CWOA-	Yes	\$2,717.00
AUD-Janitorial Supply (0001-	SUPPLY 1 NR-	Yes	\$60.00
AUD-Janitorial Supply (101-	SUPPLY 2 NR-	Yes	\$80.00
AUD-Janitorial Supply (1000 +	SUPPLY 3 NR-	Yes	\$110.00
AUD-Janitorial Supply (0001-	SUPPLY 1 R-	Yes	\$50.00
AUD-Janitorial Supply (101-	SUPPLY 2 –AUD	Yes	\$70.00
AUD-Janitorial Supply (1000 +	SUPPLY 3 R-	Yes	\$100.00
AUD-Personnel During Rental	PERSON-AUD	Yes	\$19.00
AUD/PARK- Donation-Ticket Sold	TIX-SLS-AUD/P	Yes	\$1.00 Per TIX Sold or 10% of Gross or Admission Prices
AUD/PARK- Donation-	CONS-AUD/P	Yes	20% of Gross
AUD-Piano- Grand	PIANO-G-AUD	Yes	\$108.00
AUD-Piano-Baby Grand	PIANO-BG-AUD	Yes	\$57.00
AUD-Podium w/o Sound ®	POD-N/S-AUD-R	Yes	\$20.00
AUD-Podium w/o Sound (NR)	POD-N/S –AUD-	Yes	\$30.00
AUD-Podium w/ Sound ®	POD-W/S-AUD-R	Yes	\$73.00
AUD-Podium W/ Sound (NR)	POD-W/S-AUD-R	Yes	\$85.00
AUD-Risers – per each	RISER-AUD	Yes	\$11.00
AUD- Stage Ramp- per each	STAGE RAMP-	Yes	\$17.00
AUD- Set up Fee	SET-UP –AUD	Yes	\$566.00
AUD-Tables- 8'Long- Rect.	TABLE-RECT-	Yes	\$3.00
AUD- Tables –Round	TABLE-RND-AUD	Yes	\$3.00
AUD-Wet Bar, Portable	WTBAR-P-AUD	Yes	\$35.00
AUD-Wet Bar, Fixed	WTBAR-F-AUD	Yes	\$55.00
CENTER – Cleaning Fee	CLEAN-CC-R	Yes	\$250.00
CENTER-Cordless	MICROPH-CC	Yes	\$54.00
CENTER – Damage Fee	DAMAGE-CC	Yes	\$100.00

Dental Extra Fee	Abbr.	Adj.	Fee Amount
R- Resident Non- Resident	NR-		
CENTER-Janitorial Supply	SUPPLY-CNR	No	\$60.00
CENTER-Janitorial Supply	SUPPLY-CR	No	\$50.00
CENTER-Janitorial Supply	SUPPLY-2CNRC	No	\$80.00
CENTER-Janitorial Supply	SUPPLY-2CRC	No	\$70.00
CENTER – Kitchen Use (NR)	KIT-CC-SNR	No	\$40.00
CENTER – Kitchen Use ®	KIT-CC-SUR	No	\$27.00
CENTER – Personnel	STAFF-REN	No	\$19.00 Per Hour
CENTER – Personnel	SECURITY-C	No	\$21.92 Per Hour
CENTER-Scoreboard or	SCORE-GYM	Yes	\$11.00
CENTER-Tables (NR)	TABLE-CENT	No	\$3.00
CENTER – Tables ®	COMTABR	No	\$3.00
FESTIVAL-CCC Health Dept.	FOODHANDLR	Yes	\$69.00
FIELD-Field Maintenance-	PARKMAINT	No	\$6.00
FIELD-Field Maintenance-	PARKWATER	No	\$11.00
FIELD-League Park Attendant	PARKATTEND	No	\$21.00
FIELD-Light Fee (NR)	LITE-NR	No	\$17.00
FIELD-Light Fee ®	LITE-RS	No	\$11.00
FIELD-Scoreboard Equipment	Scoreboard	Yes	\$11.00
PARK- Astro Jump or	ASTRONR	No	\$35.00
PARK- Astro Jump or	ASTRO-R	No	\$29.00
PARK-Cleaning & Damage	KLEAN-PKNR	No	\$233.00
PARK-Cleaning & Damage	KLENPARKR	No	\$175.00
PARK-Portable Toilets (R &	TOILETS	Yes	Client's Responsibility
PARK-Sound Permit (NR)	SOUNDP-NR	No	\$23.00
PARK-Sound Permit ®	SOUNDP-R	No	\$17.00
PARK-Trash Can 1 st	TRASHCAN1	No	\$7.00
PARK-Trash Can 2 nd +	TRASHCAN2	No	\$6.00
PARK-Alcohol Sales (NR)	ALCO-PK-SN	No	\$116.00
PARK-Alcohol Sales ®	ALCO-PK-SR	No	\$58.00
PARK-Alcohol Service Only	ALCO-PK-NR	No	\$58.00
PARK-Alcohol Service Only ®	ALCO-PK-R	No	\$29.00

City of Richmond
Code of Conduct

FACILITY USER CODE OF CONDUCT

YOUTH SPORTS: CODE OF CONDUCT FOR THE CITY OF RICHMOND AND WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT ATHLETIC FIELDS AND FACILITIES

The City of Richmond's Recreation Department and the West Contra Costa Unified School District is committed to conducting its business in accordance with the highest standards of business ethics and respect for human rights and in compliance with all applicable laws. We require our staff and customers to meet these high standards.

Staff and customers of the City of Richmond's Recreation Department hereinafter known as "CORRD" and West Contra Costa Unified School District, hereinafter known as "WCCUSD" are expected to behave with civility and appropriate conduct when using the aforementioned organizations facilities. When customers and staff agree to use the CORRD and WCCUSD facilities, they in essence agree to cooperate with staff at all levels within these organizations.

Full time employees of the CORRD and WCCUSD are directly responsible for the administration of all athletic fields and facilities under the jurisdiction of this Code of Conduct.

All customers must have a valid rental contract in order to use CORRD and WCCUSD athletic fields and facilities. Customers violating this policy will have their privileges revoked. Refunds will not be given to any customer or staff of loss of privileges due to breach of this Code of Conduct. All staff and customers are encouraged to exercise good judgment in caring for the safety of others as well as themselves. In the event you witness or experience threatening or inappropriate behavior by another customer or staff, please report the situation immediately to facility staff.

Standards of conduct include, but not limited too, the examples outlined on the following pages.

1. **HEALTH AND SAFETY:** CORRD and WCCUSD require that conditions at all facilities must be safe, clean and meet or exceed requirements of all applicable laws and regulations regarding safety and health. Staff must be trained and equipped to perform their duties safely.

2. **AGGRESSIVE BEHAVIOR:** The definition of aggressive behavior lies with the staff. Aggressive behavior is explicitly forbidden at any CORRD and WCCUSD athletic fields and facilities. Customers and staff may not engage in physical or verbal abuse, threats, intimidation, harassment, coercion, and or other conduct that threatens or endangers the health or safety of any person.
3. **ORGANIZATIONAL AUTHORITY:** CORRD and WCCUSD assigned staff are responsible for managing and maintaining the safety of our customers and facilities. Customers agree to comply with the directions of CORRD and WCCUSD staff serving in an administrative capacity. Failure to comply with staff requests, directions, or instructions will result in loss of privileges.
4. **SUB LEASING:** Customers leasing or renting CORRD and WCCUSD athletic fields and facilities are not allowed to transfer their lease or rental rights to a second party. If a customer violates this policy and gives unauthorized use to a second party their agreement will be cancelled and result in a fine of _____.
5. **UNAUTHORIZED ENTRY OR USE:** Customers must have a valid contract or they will not be allowed to use CORRD and WCCUSD athletic fields and facilities.
6. **UNAUTHORIZED COMMERCIAL ACTIVITY:** Customers are not allowed to post, advertise, instruct in private lessons, or solicit individuals in or on the athletic fields and facilities for personal services, businesses, or agencies unless it has been authorized through a contract or written agreement with CORRD and WCCUSD.

The following actions listed below are criminal activities and will result in immediate police action. Staff will contact the City of Richmond's Police Department/WCCUSD Police Department and request assistance addressing an immediate threat.

1. **VANDALISM:** This is damage to, or destruction of any property of the CORRD and WCCUSD, or property of others while on said premises is vandalism.
2. **ASSAULT:** The following are the severest forms of assaults: rape, sexual assault or sexual harassment.

3. **THEFT:** Any removal or conversion of CORRD and WCCUSD property, or property of others while on said premises is theft.

4. **FIREARMS:** All customers are forbidden to possess a firearm or an explosive device while on CORRD and WCCUSD athletic fields and facilities. This will also result in immediate police action.

Customer Creed while using CORRD and WCCUSD athletic fields and facilities:

- I will not engage in unsportsmanlike conduct with any coach, parent, player, participant, official or any other attendee.

- I will not encourage my child, or any other person, to engage in unsportsmanlike conduct with any coach, parent, player, participant, official or any other attendee.

- I will not engage in any behavior, which will endanger the health, safety, or well-being of any coach, parent, player, participant, official, or any other attendee.

- I will not encourage my child or any other person, to engage in any behavior, which would endanger the health, safety, or well-being of any coach, parent, player, participant, official, or any other attendee.

- I will not use drugs, alcohol, or tobacco products while attending sports events and will not attend, coach, officiate, or participate in any sporting event under the influence of drugs or alcohol.

- I will not permit my child, or encourage any other person, to use drugs, alcohol or tobacco products at a sports event and will not permit my child, or encourage any other person to coach, officiate, or participate in a sports event while under the influence of drugs or alcohol.

- I will not engage in the use of profanity or any other offensive language.

- I will not encourage my child or any other person to engage in the use of profanity or any other offensive language.

- I will, and will encourage my child, to treat any staff, coach, parent, player, participant, official, or any other attendee with respect.
- I will not engage in verbal or physical threats or abuse aimed at any staff, coach, parent, player, participant, official or any other attendee.
- I will not encourage my child, or any other person, to engage in verbal or physical threats or abuse aimed at any coach, parent, player, participant, official, or any other attendee.
- I will not initiate a fight or scuffle, or retaliate, with any staff, coach, parent, player, participant, official, or any other attendee.

All other specifics to this Code of Conduct will be addressed in CORRD and WCCUSD existing procedures governing field use.

EXHIBIT E
INSURANCE

WCCUSD & City of Richmond Joint Use Agreement

EXHIBIT "E"

INSURANCE

Each Party, 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 Recreational Facilities hereunder by the Parties, their 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) coverages.

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

Each Party 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.

4. Builder's Risk: Completed value of the project. No deductible shall exceed \$100,000.

C. Deductibles and Self-Insured Retentions

Any Party's deductibles or self-insured retentions must be declared, and approved by the other Party'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. The other Party, 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 the other Party, its officers, employees, agents and contractors.

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

c. Each policy shall state that the policy shall apply separately to each insured against whom 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 the other Party.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to the other Party.

F. **Verification of Coverage**

Each Party shall furnish the other Party 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 to the following address or any subsequent address as may be directed in by each PARTY:

CITY OF RICHMOND
Risk Manager

WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT
