

**JOINT USE AGREEMENT BETWEEN THE CITY OF SANTA MARIA
AND THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

THIS Agreement is made and entered into this ____th day of _____,____, by and between the City of Santa Maria (CITY), a municipal corporation, and the Santa Maria Joint Union High School District (DISTRICT), a political subdivision of the State of California.

RECITALS

WHEREAS, WHEREAS, CITY and DISTRICT have been in a continuous partnership since 2005 regarding the joint development, use, and operations of new swimming pools owned by DISTRICT; and

WHEREAS, by Agreement dated September 21, 2005, CITY contributed \$775,000 toward construction of the pool at PIONEER VALLEY High School in exchange for consideration including design input and joint use of the PIONEER VALLEY High School (“PIONEER VALLEY POOL”); and

WHEREAS, the CITY contributed \$250,000 toward construction of the pool at SANTA MARIA High School in exchange for consideration including design input and joint use of the SANTA MARIA High School pool (“SANTA MARIA POOL”); and

WHEREAS, the CITY, through its Recreation and Parks Department, and the DISTRICT (hereinafter collectively referred to as parties) will continue this collaborative effort, CITY and DISTRICT aim to further improve access to recreational and educational facilities for the benefit of Santa Maria residents; and

WHEREAS, by this Agreement the parties wish to address details by which the CITY may provide services at up to three pools (“DISTRICT POOLS”) constructed by DISTRICT at Pioneer Valley High School, Righetti High School, and Santa Maria High School, and by which the CITY may have first opportunity to use these pools if DISTRICT is not using them; and

WHEREAS, more specifically, DISTRICT wishes to hire CITY employees to provide certain pool maintenance functions, and to provide pool management and lifeguard services as specified by this Agreement; and the CITY is willing to provide these employees under the terms specified below; and

WHEREAS, in order to provide the services listed immediately above, CITY has approved certain positions in the Recreation and Parks Department to be funded by the DISTRICT;

WHEREAS, DISTRICT is willing to allow CITY use of DISTRICT POOLS as specified in this Agreement, at times not scheduled for DISTRICT programs;

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. DISTRICT POOL RESPONSIBILITIES

a) DISTRICT agrees to pay for, at CITY's outside billing rates (attachment B) the following daily pool maintenance and operations tasks:

1. Daily monitoring of mechanical/automated heat and sanitation equipment;
2. Sufficient Certified Lifeguards for SCHOOL related activities for Pioneer Valley High School and Santa Maria High School (does not include outside rental coverage) and CITY uses based on industry standards. Each agency will pay for lifeguard costs during the hours it uses the pool.

b) Except as specifically assigned to employees of the CITY, maintain DISTRICT POOLS in a manner suitable for use by students and the public. DISTRICT shall make all repairs, replacements, and improvements necessary to maintain and preserve DISTRICT POOLS in a decent, safe, healthy, and sanitary condition satisfactory to the CITY and in compliance with all applicable laws for all normal wear and tear usage.

DISTRICT shall consult with CITY staff concerning design of improvements and maintenance to DISTRICT POOLS and shall reasonably accommodate the recommendations of CITY staff.

- c) Provide public restrooms and on-site parking at or near the DISTRICT POOLS.
- d) Provide janitorial services and supplies for the DISTRICT POOLS.
- e) Provide the DISTRICT POOLS with all utilities, including but not limited to gas, electricity, telephone, Internet access, and refuse collection.
- f) The DISTRICT shall be responsible for procuring all necessary chemicals and supplies required for the maintenance of the pool.
- g) Provide DISTRICT POOLS access to CITY employees as needed to perform this Agreement.
- h) Retain responsibility for the premises of all DISTRICT POOLS except as otherwise specified in this Agreement.

2. CITY RESPONSIBILITIES – POOL PROCEDURES AND OPERATIONS

The following apply to PIONEER VALLEY, SANTA MARIA AND RIGHETTI HIGH SCHOOL POOLS:

a. Daily Water Quality. DISTRICT agrees to use and pay for, at CITY's outside billing rates (attachment B), and CITY agrees to provide trained staff employed by CITY to regulate the pool water quality according to Santa Barbara County health and safety regulations. CITY staff will monitor the water quality for compliance daily and make any "basic" adjustments to chemical level for operation of the pool according to established health standards.

b. Daily Maintenance and Operations; Long-term Programs.

CITY agrees to provide, trained staff employed by CITY to perform the following daily pool maintenance and operations tasks:

1. Daily monitoring of mechanical/automated heat and sanitation equipment;
2. Sufficient Certified Lifeguards for SCHOOL related activities for Pioneer Valley High School and Santa Maria High School (does not include outside rental coverage) and CITY uses based on industry standards. Each agency will pay for lifeguard costs during the hours it uses the pool;
3. Development of forms for daily use in pool operations, including but not limited to logs and Emergency Action Plan;
4. Conduct daily cleaning of deck areas and vacuuming of pool;
5. Apply and remove thermal pool covers as needed for use.

c. Coordination Regarding Pool Mechanical Problems. When CITY staff determines that a problem condition exists relating to the mechanical/automated systems, the DISTRICT's School Site's Plant Manager will be notified, and a response coordinated between CITY and DISTRICT.

3. FINANCIAL CONSIDERATIONS

a. CITY and DISTRICT shall meet annually at a mutually agreeable time to review pool operations and the cost for the current and upcoming operating year.

b. During the annual meeting the parties shall determine levels of service to be provided by CITY based on the proposed annual operating schedule determined in Paragraph 4, "SCHEDULE AND USE OF DISTRICT POOLS."

4. SCHEDULE AND USE OF DISTRICT POOLS

The following terms apply to PIONEER VALLEY HIGH SCHOOL POOL, SANTA MARIA HIGH SCHOOL POOL and such other DISTRICT POOLS as CITY and DISTRICT may agree in an amendment to this agreement:

- a. To optimize usage of pools, DISTRICT and CITY shall coordinate their special use schedules annually, as of June 30, or at another time mutually agreed to by CITY/DISTRICT staff. This schedule coordination shall include, but not be limited to, a review of the level of use by the public annually and an adjustment to the schedule of hours open to the public as appropriate and mutually agreed to.
- b. The CITY trained staff used by DISTRICT shall have authority to determine when a pool is considered "unsafe" for operations in accordance with health and safety regulations, to take necessary actions including but not limited to closing the pool; and will notify the DISTRICT of such closure as soon as feasible, considering the nature of the safety problem.
- c. During the days that the school is in session, DISTRICT shall have priority use of, and shall be responsible for scheduling use of, DISTRICT POOLS from 6:30 a.m. until 6:30 p.m.

- d. CITY will have the first right of refusal during any non-school session periods.
 - 1. The pools shall be available for City use on weekdays from 10 a.m. to 9 p.m. and weekends, as well as holidays, from 9 a.m. to 6 p.m., starting from the conclusion of the school year in June until one business week before the commencement of the fall school session. The utilization of the pools during Winter and Spring breaks will be open to negotiation.
 - 2. City will have the opportunity to schedule all use during the regular school year after 6:30 p.m. on school days, after 10:00 a.m. on Saturdays, and all Sunday hours.

e. CITY acknowledges that the paramount use of the pools is for scheduling child-related events, including youth sport-related activities and meetings. CITY and DISTRICT agree to coordinate use of the pools with DISTRICT so as not to conflict with DISTRICT's programs and activities. CITY and DISTRICT mutually agree that nothing shall be done in the pools which will cause an increase in the rate of or cause a suspension or cancellation of the insurance for the pools and the improvements thereon; provided, however, that if anything done by the CITY or DISTRICT causes an increase in the rate of insurance for the pools, CITY or DISTRICT may, at their option, pay such increase and CITY or DISTRICT shall not thereafter be considered in default under this Agreement.

f. No machinery or apparatus shall be used or operated on or about the pools which will in any way injure the pools or improvements thereon, or the land adjacent to the pools, or improvements thereon, or to persons, provided, however, that nothing contained in this section shall preclude CITY or DISTRICT from bringing, keeping or using on or about the pools such materials, supplies, equipment and machinery as are appropriate or customary in carrying on business in all usual respects.

g. All scheduling for pools will be coordinated with DISTRICT and CITY staff.

5. DISTRICT BOARD POLICIES

Except as specifically modified by this Agreement, CITY agrees that it will comply with applicable, reasonable DISTRICT Board policies and Administrative Regulations and will reference those policies in any publication or advertisement used, contracted for or provided by CITY to promote the use of DISTRICT POOLS. A copy of these policies and regulations is attached as Exhibit "A" and hereby incorporated. As these policies and regulations are updated, the DISTRICT will provide copies of same to CITY. The Director of Recreation and Parks shall have the authority to amend this Agreement on CITY's behalf to incorporate updated DISTRICT policies and regulations. Moreover, the terms of this agreement control over DISTRICT policies and regulations to the extent of any inconsistency.

6. DAMAGE TO DISTRICT POOLS

The following terms apply to PIONEER VALLEY POOL, SANTA MARIA POOL AND RIGHETTI POOL as CITY and DISTRICT may agree in an amendment to this agreement:

- a. For any incidental damage to DISTRICT POOLS caused by the CITY, not incurred as part of a normal use of the pool, DISTRICT will repair the damage and CITY will pay the basic cost of the repair, including any additional labor necessary to affect the repair. Alternatively, the City may cause the repairs to be made to DISTRICT standards at City expense.
- b. . DISTRICT shall pay for damage caused by DISTRICT and for damage incurred as part of normal use.
- c. The DISTRICT and CITY personnel shall meet and confer on any issue related to damage of pool mechanical/heating systems to ascertain cause and responsibility for repair cost.

7. PLACEMENT OF SIGNS

CITY shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the grounds of DISTRICT POOLS, without the prior written consent of DISTRICT. If any such unauthorized item is found on the DISTRICT POOL grounds, CITY shall remove the item at its expense within twenty-four hours of written notice thereof from DISTRICT, or DISTRICT may thereupon remove the item at CITY’s cost.

8. COST OF ADDITIONAL SERVICES

Should either party require additional support services from the other in support of any special events held at DISTRICT POOLS, the reasonable cost incurred for such services shall be reimbursed to one another.

9. PAYMENT FOR CHARGES

CITY/DISTRICT shall pay each other for billed costs within forty-five (45) days of presentation of the bill. Provided, however, that if either DISTRICT or CITY disputes a charge, neither party shall be in default under this agreement pending negotiations in good faith to resolve the dispute. Presentation of the bill is made upon posting of the bill to address stated below. Payment shall be made to:

Santa Maria Joint Union High School District
 Business Services
 2560 Skyway Drive
 Santa Maria, CA 93455

City of Santa Maria
 Recreation and Parks Department
 615 S. McClelland Street
 Santa Maria, CA 93454

10. CONTINUED OCCUPANCY

DISTRICT agrees, and it is the intent of this Agreement that CITY shall, uninterruptedly during the term of the Agreement, occupy and use DISTRICT POOLS for the purposes hereinabove specified during the term of the Agreement, except while any POOL is unavailable by reason of fire, flood, chemical imbalance or other unavoidable casualty, and, in that event, CITY shall be promptly notified by DISTRICT.

11. LICENSES AND PERMITS

DISTRICT shall be responsible for all licenses and permits necessary in the normal day to day operation of the POOL.

12. USE PAYMENT

Both CITY and DISTRICT agree that CITY's use of DISTRICT POOLS is in the mutual best interest of the parties, and that the DISTRICT shall not require CITY to pay any monetary payments to DISTRICT for such use of a DISTRICT POOL other than specifically provided herein.

Notwithstanding the above, DISTRICT/CITY shall annually review maintenance and related costs of extending use of DISTRICT POOLS to the public, with DISTRICT to evaluate whether a monetary payment should be negotiated for use of any pool. Any change to the provisions of the Agreement shall be made in writing and agreed to by the parties as provided herein.

13. SEPARATE AND JOINT PROPERTY

All separate property provided for DISTRICT POOLS by the parties, including, but not limited to, furnishings, equipment, shelving, books and other materials, shall remain the separate property of either DISTRICT or CITY.

14. REMOVAL AND DISPOSAL OF SEPARATE PROPERTY

If CITY notifies DISTRICT in writing that it wishes to remove its separate property, within sixty (60) days from the expiration or termination of this Agreement, CITY shall remove the specified separate property at CITY's sole expense without damage to DISTRICT POOLS. Any of CITY's separate property remaining at a DISTRICT POOL after such sixty (60) days shall either become the sole property of DISTRICT or be disposed of by DISTRICT at CITY's sole cost and expense, unless DISTRICT agrees to extend the time for removal of the property.

15. INDEMNIFICATION

CITY agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees from and against any and all claims and demands, whether for injuries to persons or loss of life or damage to property, arising out of any acts or omissions of CITY or its employees, agents, or authorized representatives, occurring within or on the immediate premises of or in connection with CITY's use and occupation of the DISTRICT POOLS under this Agreement, except only for those claims arising from the sole negligence or willful misconduct of DISTRICT, its officers, agents, or employees. In no event shall any employee of CITY be considered an employee of DISTRICT.

Indemnification shall include any and all costs, expenses, attorney fees and liability incurred by the party, its officers, agents, or employees in defending against such claims whether the same proceed to judgment or not.

Further, CITY at its own expense shall, upon written request by DISTRICT, defend any such suit or action brought against DISTRICT, its officers, agents, or employees, unless such suit or action is based solely on claims arising from the sole negligence or sole willful misconduct of DISTRICT, its officers, agents, or employees.

DISTRICT agrees to defend, indemnify and hold harmless CITY and its officers, agents and employees from and against any and all claims and demands, whether for injuries to persons or loss of life or damage to property, arising out of any acts or omissions of DISTRICT or its employees, agents, or authorized representatives, occurring within or on the immediate premises of or in connection with DISTRICT's use and occupation of DISTRICT POOLS under this Agreement, except only for those claims arising from the sole negligence or willful misconduct of CITY, its officers, agents, or employees. In no event shall any employee of DISTRICT be considered an employee of CITY.

Indemnification shall include any and all costs, expenses, attorney fees and liability incurred by the party, its officers, agents, or employees in defending against such claims whether the same proceed to judgment or not.

Further, DISTRICT at its own expense shall, upon written request by CITY, defend any such suit or action brought against CITY, its officers, agents, or employees, unless such suit or action is based solely on claims arising from the sole negligence or sole willful misconduct of CITY, its officers, agents, or employees.

16. INSURANCE

The parties agree to carry excess public liability insurance in amounts consistent with both parties' risk management requirements.

17. ACCIDENT REPORTS

During the period of CITY oversight including daily pool maintenance and operations, the CITY is obligated to submit a written report within five (5) business days of any occurrence resulting in an accident-causing property damage or serious injury to persons at any DISTRICT POOL covered by this Agreement. These reports must encompass the names and addresses of the involved parties, a statement outlining the circumstances, the date and hour of the incident, the names and addresses of any witnesses, and any other pertinent information.

18. TERM

This Agreement shall be operative for a period of ten (10) years, from its date of execution, unless sooner terminated by the parties. This Agreement may also be extended by the parties on mutually agreeable terms.

19. TERMINATION WITHOUT FAULT

Notwithstanding any other provisions contained in this Agreement, either party may terminate the Agreement upon giving not less than one-hundred and eighty (180) days advance written notice.

20. DEFAULT AND TERMINATION

If either party (demanding party) has a good faith belief that the other party (defaulting party) is not complying with the terms of this Agreement, the demanding party may give written notice of the default (with reasonable specificity) to the defaulting party and demand the default to be cured within thirty (30) days of the notice.

If the defaulting party is actually in default of the Agreement and fails to cure the default within thirty (30) days of the notice, or, if more than thirty (30) days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within ten (10) days of the notice, the demanding party may terminate this Agreement, effective upon mailing of written notice to the defaulting party.

The demanding party may also terminate this Agreement upon written notice to the defaulting party in the event that the defaulting party has previously been notified by the demanding party of the defaulting party's default under this Agreement and the defaulting party, after beginning to cure the default fails to diligently pursue the cure of the default to completion.

21. ENTIRE AGREEMENT

This Agreement comprises the entire integrated understanding between DISTRICT and CITY concerning the use and occupation of DISTRICT POOLS and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of DISTRICT POOLS, advice from its own attorneys, and the representations and covenants of the Agreement itself.

22. SEVERABILITY

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are severable.

23. MODIFICATIONS

This Agreement may not be modified orally or in any manner other than by an Agreement or amendment in writing signed by the parties hereto.

24. OTHER PROVISIONS OF LAW

CITY and DISTRICT shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein. All use of DISTRICT POOLS under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and ordinances of the County of Santa Barbara, City of Santa Maria now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

25. GOVERNING LAW

The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY or DISTRICT.

26. CITY/DISTRICT AUTHORITY

Unless otherwise specified, the City Recreation and Parks Director shall be the CITY's authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement. The City Recreation and Parks Director may delegate authority in connection with this Agreement to the City Recreation and Parks Director designee(s), for the purposes of directing DISTRICT in accordance with this Agreement, which does not result in a change to this Agreement. The Assistant Superintendent for Business Services shall be the District's authorized representative.

This Agreement contemplates that the parties' relationship may be flexible over its term, such that the level of service provided by the CITY and the specific DISTRICT POOLS in joint use may vary. On behalf of their parties, the City Recreation and Parks Director or delegate, and the Assistant Superintendent for Business Services shall have authority to amend this Agreement to make these adjustments.

27. EFFECTIVE DATE OF COMMUNICATIONS

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated below.

28. SIGNATURE PAGE

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the DISTRICT and the CITY.

29. EXECUTION OF AGREEMENT

The execution of a counterpart of this Agreement shall be deemed by the parties as having the same force and effect as though the parties had executed the original. The Agreement may be executed in any number of counterparts, and when so executed, all said counterparts shall constitute a single instrument binding upon all the parties to the original or to the same counterpart. The parties hereto hereby authorize removal of the signature page of this instrument from any counterpart copy and the attachment of all the signature pages to a single instrument so that the signatures of all those signing will be physically attached to the same document.

30. NOTICES

All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

CITY:
Angela Oslund
RECREATION AND PARKS DEPARTMENT
City of Santa Maria
615 South McClelland Street
Santa Maria, CA 93454
(805) 925-0951 extension 2259

DISTRICT:
BUSINESS SERVICES
Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455
(805) 922-4573

Either party to this Agreement may change the above address to which notice shall be given by sending written notice to the other.

CITY OF SANTA MARIA,
a municipal corporation

SANTA MARIA JOINT UNION HIGH
SCHOOL DISTRICT,
a political subdivision of the State of
California

BY : _____
Angela Oslund
(Interim) Director, Recreation and
Parks

BY: _____
Assistant Superintendent of
Business Services

ATTEST:

BY: _____
Chief Deputy City Clerk

BY: _____
Superintendent

APPROVED AS TO FORM:

BY: _____
Senior Assistant City Attorney

EXHIBIT A

Santa Maria Joint Union High School District

Policy 1330: Use Of School Facilities

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, including the designation of a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of schoolwork

There shall be no advertising on school facilities and grounds except as specified in Board Policy 1325 - Advertising and Promotion.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

The Board authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not to exceed direct costs determined in accordance with 5 CCR 14037-14041.

Additionally, when any use of school facilities or grounds is for religious services, the district

shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Regulation 1330: Use Of School Facilities

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Anyone applying to use school facilities shall do so as specified in district procedures and in accordance with law.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131, 51860)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Childcare programs to provide supervision and activities for children of preschool and elementary school age
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities for youth that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)
10. Bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction for district students by local law enforcement, public agencies, nonprofit associations, or organizations specified in Education Code 38134
11. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work

3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco

4. Any use which involves the possession, consumption, or sale of alcoholic beverages, except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are covered by a special events permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when students are not on the grounds. Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

The district may exclude certain school facilities from non-school use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

When permitted by law, the Superintendent or designee shall require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

Attachment B
Billing hours and rates
Weekly/Annual

Maintenance Staff			Hours	Billing Rate	Weekly Total	Annual Total
50%	Maintenance Worker I (2)	FT	40/wk.	\$46.83/hr	\$1,873.20	@ 52 weeks = \$97,406.40
50%	Vehicle Cost (2)		40/wk.	\$9.11/hr.	\$364.40	@ 52 weeks = \$18,948.80
	Total Weekly Maintenance Cost				\$2,237.60	\$116,355.20
Direct Support Staff						
10%	Recreation Supervisor	FT	4/wk.	\$72.43/hr	\$289.72	@ 34 weeks = \$9,850.48
66%	Recreation Coordinator	FT	26.5/wk.	\$63.31/hr	\$1,677.71	@ 34 weeks = \$57,042.14
100%	Program Specialist	PT	32/wk.	\$41.01/hr	\$1,312.32	@ 34 weeks = \$44,618.88
100%	Senior Lifeguard (2)	PT	64/wk.	\$32.43/hr	\$2,075.52	@ 34 weeks = \$70,567.68
	Total Weekly Direct Support Cost				\$5,355.27	\$182,079.18
Lifeguard Staff						
100%	Lifeguard	LS	As scheduled	\$22.28/hr		\$53,472 Estimated

Grand Total: \$351,906.38

***Figurative rates: Rates will change due to City employee salary increases**