

CITY OF FAIRFIELD

RESOLUTION NO. 2013 - 100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING THE JOINT USE AGREEMENT BETWEEN FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT AND CITY OF FAIRFIELD

WHEREAS, the City of Fairfield (the "City"), through its Community Resources Department, and the Fairfield-Suisun Unified School District (the "District") are mutually interested in providing facilities for recreation, public meetings, and cultural arts for both education and community-wide programs; and

WHEREAS, the City and the District have maintained a cooperative arrangement to share facilities where possible, to maximize the available use of public facilities by the each agency; and

WHEREAS, since 1989, the two agencies have held continuous joint use agreements to promote and conduct community service programs which contribute to community service programs and the attainment of general recreational and educational objectives for children and adults; and

WHEREAS, the current joint use agreement between the City and the District will expire on June 30, 2013; and the Fairfield-Suisun Unified School District Governing Board approved the Joint Use Agreement on May 23, 2013.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Council approves the Joint Use Agreement between the Fairfield-Suisun Unified School District and the City of Fairfield.

Section 2. The City Council authorizes the City Manager to do all things necessary and proper to implement the Joint Use Agreement.

PASSED AND ADOPTED this 4th day of June, 2013, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: None

/s/ Harry T. Price

MAYOR

ATTEST:

/s/ Claudia Archer, Deputy
CITY CLERK

**JOINT USE AGREEMENT BETWEEN FAIRFIELD-SUISUN UNIFIED DISTRICT AND
THE CITY OF FAIRFIELD
(Joint Use of Recreational Facilities)**

July

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into this ^{1st} ~~7th~~ day of ~~JUNE~~ ^{JULY}, 2013 ("Effective Date"), by and between FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT, a California public school district ("District") and the CITY OF FAIRFIELD, a municipal corporation of the State of California ("City"). The District and City may be referred to herein collectively as the "Parties" or individually as a "Party". *EW*

RECITALS

WHEREAS, District is the owner of certain recreational real property and facilities as set forth in **Exhibit "A,"** ("District Recreational Facilities" or "District Sites"); and

WHEREAS, the City is the owner of certain recreational real property and facilities as set forth in **Exhibit "B"** located within the City of Fairfield ("City Recreational Facilities" or "City Sites"); and

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

WHEREAS, the District and City's joint use of the recreational facilities located on the District and City Sites are in the vital and best interests of the residents of the City and of the District students, and of their health, safety, and welfare, and are in accordance with the public purposes and provisions of applicable federal, State and local law.

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 five (5) years commencing on Effective Date, and shall remain in effect until June 7th 2018, unless terminated earlier pursuant to the termination provisions set forth in this Agreement. *EW*

2. **JOINT USE OF RECREATIONAL FACILITIES.**

2.1. **District Recreational Facilities:**

2.1.1. District Use. The District's use of the buildings, grounds, equipment or recreational facilities ("District Recreational Facilities") located on the District Sites for any purpose shall take precedence and priority over the City's or any other person's or entity's use.

2.1.2. "District's Use" includes use of the District Recreational Facilities, without limitation:

- 2.1.2.1. Use during any time when school is in session, including Summer School;
- 2.1.2.2. Use during any time that has been scheduled in advance by the various school principals or other school officers for classes, activities, exercises, or functions; and
- 2.1.2.3. 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).
- 2.1.3. The District Recreational Facilities set forth in **Exhibit "A"** shall be reviewed and updated on an annual basis during the Term.
- 2.1.4. City's Use. The City may use the District Recreational Facilities when such use does not conflict with the District's Use.
 - 2.1.4.1. **Use Fees.** City shall pay the use fee set forth in **Exhibit "C"** ("Use Fee") for use of District Recreational Facilities. The Use Fee shall be based on the staff required to be present at the District Recreational Facilities during City use or the actual cost incurred by District related to City's use of the Recreational Facilities.
 - 2.1.4.2. City's use of the District Recreational Facilities shall be pursuant to the Civic Center Act (Education Code section 38130 et seq.) and District's existing rules and regulations pertaining to the use of the District Recreational Facilities ("District Use Rules"), as may be amended from time to time.
 - 2.1.4.3. City shall provide/ensure adequate supervision of any activity conducted on District Recreational Facilities during City's use.
 - 2.1.4.4. District shall furnish and supply City the expendable materials, supplies and equipment generally made available by District to the general public for use by City at District's Recreational Facilities.
 - 2.1.4.5. **Accident/Incident Report.** The City shall submit a written accident/incident reports to the District within twenty-four (24) hours of any accident or incident that occurs on the District Recreational Facilities during City's use. Accident/injury reports shall be submitted to the District's principal at the School Site the Recreational Facilities are located on and to the District Office of Risk Management.
 - 2.1.4.6. **Concussion or head injury during City Athletic Activity.** City shall comply and require any person, group or entity using the District Recreational Facilities pursuant to City's authority hereunder, to comply with Education Code section

49475 regarding the removal of any athletic participant suspected of sustaining a concussion or head injury during use of District Recreational Facilities.

- 2.1.5. **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.

2.2. City Recreational Facilities:

- 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 the City has permitted another person or entity to use the City Recreational Facilities for specific event(s) or activity(ies).

- 2.2.2. The City Recreational Facilities set forth in **Exhibit "B"** shall be reviewed and updated on an annual basis during the Term.

- 2.2.3. **District's Use.** The District may use the City Recreational Facilities when such use does not conflict with the City's Use.

2.2.3.1. **Use Fees.** District shall pay the use fee set forth in **Exhibit "C"** ("Use Fee") for use of City Recreational Facilities. The Use Fee shall be based on the staff required to be present at the City Recreational Facilities during District use or the actual cost incurred by City related to District's use of the Recreational Facilities.

2.2.3.2. District's use of the City's Recreational Facilities shall be pursuant to the City's existing rules, ordinances and regulations pertaining to the use of the City's Recreational Facilities ("City Use Rules"), as may be amended from time to time.

2.2.3.3. District shall provide/ensure adequate supervision of any activity conducted on City Recreational Facilities during District's use.

2.2.3.4. City shall furnish and supply District the expendable materials, supplies and equipment generally made available by City to the general public for use by District at City's Recreational Facilities.

2.2.3.5. **Accident/Incident Report.** The District shall submit a written accident/incident reports to the City within twenty-four (24) hours of any accident or incident that occurs on the City

Recreational Facilities during District's use. Accident/injury reports shall be submitted to the City's City Manager and to the City's Risk Manager.

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.

2.3. **Schedule of Use.** The SUPERINTENDENT and DIRECTOR or their designated representatives, will publish and distribute, no later than two weeks after the scheduling meeting, a master Joint Use Schedule to their respective staffs. The Joint Use Agreement Facilities Usage Application is attached as Exhibit D.

2.3.1. Each Party shall designate one contact person to maintain records related to the Master Joint Use Schedule agreed to by the District and City pursuant to this Agreement. Each Party shall provide notice to the other of the person designated by that Party as the contact person. Each Party shall notify the other in the event the Party's contact person changes. Such notification shall be in the same manner provided in this Agreement in the section entitled "Notices."

2.3.2. Designated District and City representatives shall meet annually to schedule and prepare the Master Joint Use Schedule as follows:

<u>Meeting Dates</u>	<u>Months Scheduled at Meeting</u>
First week of August	September, October, November
First week of October	December, January, February
First week of January	March, April, May
First week of May	June, July, August

At least four (4) weeks prior to a quarterly meeting, each Party's proposed use schedule shall be provided to the other Party so the Parties may complete its internal approval process prior to the quarterly meeting.

2.3.3. 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.

2.3.4. Except in the event of an emergency, the Parties shall provide at least ten (10) business days prior notice of a cancellation of a Party's scheduled use. The Party cancelling the other Party's use shall make good faith and reasonable efforts to provide alternative available recreational space to the Party's whose use is cancelled.

2.3.5. Except in the event of an emergency, the Parties shall provide each other at least ten (10) business days prior notice of a Party's intent to cancel a scheduled use of the other Party's Recreational Facilities. If a Party fails to provide prior notice or fails to use the other Party's recreational

facilities when scheduled, that Party shall be charged the Use Fee set forth in **Exhibit "C"** as if the use had occurred.

3. **MAINTENANCE.**

3.1. **City Maintenance.** City agrees to provide, as 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 equipment and ball fields personnel, be consistent with the normal maintenance levels as applied to other comparable City open space and park areas 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.

3.2. **District Maintenance.** District agrees to provide, as its own cost and expense, any and all maintenance for the District Recreational Facilities. Maintenance to be provided by District shall 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.

4. **POST EVENT EVALUATION AND 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 whose recreational facilities were used shall complete a Post Event Evaluation Form (**Exhibit "E"**) indicating any necessary repairs or damage caused by the other Party's use. The Post Evaluation Form shall be provided to the other Party the next business day following that Party's use of the recreational facilities. Additionally, the Party completing the Post Event Evaluation Form shall provide a bill for damages (**"Exhibit F"**) to the other Party.

4.1. 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.

4.2. Any dispute regarding the responsibility for damages shall be resolved pursuant to the dispute resolution procedures indicated herein.

5. **INDEMNIFICATION.**

5.1. **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.

5.2. **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, suits 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.

6. **INSURANCE.** Each Party shall, during the Term, maintain in force the policies set forth in **Exhibit "G"**. 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.

7. **TERMINATION.**

7.1. City or District may terminate this Agreement at any time by written notice of election to terminate delivered to the other Party at least sixty (60) days in advance of the effective termination date elected.

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

CITY

City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attn: City Manager
Telephone: (707) 428-7400

DISTRICT

Fairfield-Suisun Unified School District
2490 Hilborn Road
Fairfield, CA 94534
Attn: Director of Facilities
Telephone: (707) 399-5148

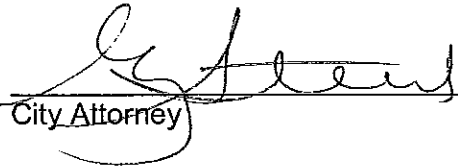
Notice shall be deemed effective on the date personally delivered or, if mailed, three days after deposit in the mail. Notice transmitted by facsimile shall be deemed effective on the following business day. Notice provided by overnight delivery shall be deemed effective the next business day after delivery 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.

9. **ASSIGNMENT.** Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third Party, without the written consent of the other Party.
10. **NON-DISCRIMINATION.** Neither Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.
11. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
13. **VERIFICATION OF QUALIFICATIONS.** Each Party shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with each Party's duties or obligations pursuant to this Agreement or the use of the Recreational Facilities.
14. **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.
15. **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.
16. **CALIFORNIA LAW.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Solano County, California.
17. **PROHIBITED ACTIVITIES.** Use of tobacco products, intoxicants, or narcotics is prohibited in or about the Party's Recreational Facilities. Profane language, quarrelling, fighting, and/or gambling is also prohibited.
18. **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.
19. **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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
25. **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 Attorney

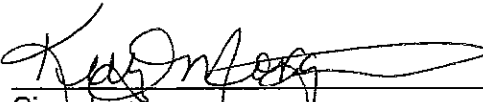
CITY OF FAIRFIELD
 A municipal corporation




 Signature ETB

Sean P. Quinn, City Manager
 Print Name

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT
 A California public school district



 Signature



 Print Name

Asst. Superintendent, Business Svcs

EXHIBIT "A"

DISTRICT RECREATIONAL FACILITIES

EXHIBIT A

Fairfield-Suisun Unified School District Facilities Available for Use by City of Fairfield per the Joint Use Agreement

School	Phone	C	P	M/U	G	VSB	JVSB	VBB	JVBB	Café	T	SP	F	CR	L	O
Armijo High	438-3398	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Fairfield High	438-3015	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Rodriguez High	863-7950	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Matt Garcia Learning Center (Civic Center)	421-4155	✓	✓	✓									✓	✓		✓
Bransford (Adult)	421-4110	✓	✓	✓						✓			✓	✓	✓	✓
Crystal	421-5800	✓	✓	✓						✓			✓	✓	✓	✓
Sem Yeto (Dover Site)	421-4145	✓	✓	✓						✓			✓	✓	✓	✓
Grange	438-1900	✓	✓	✓						✓			✓	✓	✓	✓
Public Safety Academy (Amy Blanc)	421-4100	✓	✓	✓						✓			✓	✓	✓	✓
Anna Kyle	421-4105	✓	✓	✓						✓			✓	✓	✓	✓
B. Gale Wilson	421-4225	✓	✓	✓						✓			✓	✓	✓	✓
Cleo Gordon	421-4125	✓	✓	✓						✓			✓	✓	✓	✓
Cordelia Hills	864-1905	✓	✓	✓						✓			✓	✓	✓	✓
Crescent	435-2771	✓	✓	✓						✓			✓	✓	✓	✓
Dan O. Root II	421-4240	✓	✓	✓						✓			✓	✓	✓	✓
David Weir	399-3300	✓	✓	✓						✓			✓	✓	✓	✓
E. Ruth Sheldon	421-4150	✓	✓	✓						✓			✓	✓	✓	✓
Fairview	421-4165	✓	✓	✓						✓			✓	✓	✓	✓
Green Valley	646-7000	✓	✓	✓						✓			✓	✓	✓	✓
H. Glenn Richardson	421-4190	✓	✓	✓						✓			✓	✓	✓	✓
K.I. Jones	421-4195	✓	✓	✓						✓			✓	✓	✓	✓
Laurel Creek	421-4291	✓	✓	✓						✓			✓	✓	✓	✓
Nelda Mundy	863-7920	✓	✓	✓						✓			✓	✓	✓	✓
Oakbrook	863-7930	✓	✓	✓						✓			✓	✓	✓	✓
Rolling Hills	399-9566	✓	✓	✓						✓			✓	✓	✓	✓
Suisun	421-4210	✓	✓	✓						✓			✓	✓		✓
Suisun Valley	421-4338	✓	✓	✓						✓			✓	✓	✓	✓
Tolenas	421-4350	✓	✓	✓						✓			✓	✓	✓	✓

C = Classrooms
VSB = Varsity Softball Field
Café = Cafeteria
CR = Conference Room

P = Playground/Soccer Field
JVSB = Junior Varsity Softball Field
T = Tennis Courts
L = Library

M/U = Multiple Purpose Room
VBB = Varsity Baseball Field
SP = Swimming Pool
O = Outside Basketball Courts

G = Gymnasium
JVBB = Junior Varsity Baseball Field
F = Field

EXHIBIT "B"

CITY RECREATIONAL SITES

Exhibit B

City of Fairfield Facilities Available For Use by the Fairfield-Suisun Unified School District Facilities per the JUA

	WH	LSA	LSB	LSC	PO	CR		
Fairfield Community Center	✓	✓	✓	✓	✓	✓		
Senior Center	MR	AH/S	MR/K	RTR	CR	MPR		
Neighborhood Centers (3)	FAC							
B.Gale Wilson	✓							
Mankas (adjacent to Kl Jones)	✓							
Laurel Creek (adjacent to Laurel Creek)	✓							
Sports Center @ Allan Witt Park	FAC	BB	VB					
	✓	✓	✓					
Golf Courses	GC	R						
Rancho Solano	✓	✓						
Paradise Valley	✓	✓						
Outside Play Facilities	LBS	AWS	AWB	AWT	LCB	LCS	LCSOC	RP
	✓	✓	✓	✓	✓	✓	✓	✓
Parks	AWP	LCP	CCP	O				
	✓	✓	✓	✓				
Community Center								
WH - Willow Hall		LSA - Lakeside Suite A	LSB - Lakeside Suite B	LSC - Lakeside Suite C	PO - Patio Room	CR - Conference Room		

Senior Center
 MR - Meeting Rooms AH/S - Assembly Hall/Stage MR/K - Multiple-purpose Room/ Kitchen RTR - Round table Room CR - Conference Room MPR = Multiple Purpose Room

Neighborhood Centers (3)
 FAC - Facility

Sports Center @ AWP
 FAC - Facility BB - Basketball VB - Volleyball

Rancho Solano and Paradise Valley Golf Courses
 GC - Golf Course R - Range

Outside / Play Facilities
 LBS - Lee Bell Softball AWS - Allan Witt Softball (1 - 4) AWB - Allan Witt Baseball AWT - Allan Witt Tennis Court LCB - Laurel Creek Baseball
 LCS - Laurel Creek Softball LCSC - Laurel Creek Soccer RP - Rockville Park RTR - Rockville Park OctoS - Octo-Inn Soccer Complex

Parks
 AWP - Allan Witt Park LBP - Lee Bell Park LCP - Laurel Creek Park CCP - Cordelia Community Park Q - Other

EXHIBIT "C"

RECREATIONAL FACILITIES USE FEES AND CHARGES

Exhibit C

CITY Charges

CITY charges to the DISTRICT shall be according to the following schedule. The amount of the charges is revised annually by resolution of the Fairfield City Council through the budget process. The fees charged will be those in effect at the time of the facility usage date.

Field Preparation Charge \$48 per field / prep

Play Field Light Charge \$22.50 per hour

Additional Building Attendant (per staff member) \$22 per hour

- Scheduled when use requires additional personnel

Aquatics Complex

- School uses based on annual Council approved fees for lifeguard staff and facility rental fees

\$22 per lifeguard
Approved Complex Fee

Paradise Valley and Rancho Solano Golf Courses

Practices & Matches

- Golf team and one (1) District FTE per team
 - Golf team members will not use golf carts
- District FTE pays the prevailing junior fees when playing golf while supervising team matches or practices
- Other District FTE using a cart for matches or practices pays a cart fee
- Additional Golf Carts

No Charge

\$11 junior green fee

\$10 cart fee

Approved Course Fee

Tournaments (Two per year)

- Golf team and visiting Golf team players
 - Golf team members will not use golf carts
- Golf Carts (Referees - One cart each foursome)
- Golf cart (Tournament official – One cart)
- District FTE pays the prevailing junior fees when playing golf while supervising tournaments
- Other District FTE using a cart for tournament pays a cart fee:
- Additional Golf Carts

\$5 green fee

No Charge

No Charge

\$11 junior green fee

\$10 cart fee

Approved Course Fee

Rockville Park

Runners and Coach

No Charge

Continued
Exhibit C

DISTRICT Charges

DISTRICT charges shall be according to the following schedule unless revised by resolution of the Fairfield-Suisun Unified School District Board.

Stadium Lights at Armijo, Fairfield, and Rodriguez High Schools	\$52/hr
Custodial Personnel (per staff member)	\$45/hr
Cafeteria Worker (per staff member)	\$31/hr
Campus Monitors (per staff member)	\$23/hr

The use of the swimming pool(s) shall only be the itemized charges below when they are over and above the normal scheduled use of the swimming pool(s) and out the parameters of the Swimming Pool Agreement at Fairfield High School (dated October 24, 1974).

Swimming Pool Heating and Chemicals (when pool would be shut down)	
• Fairfield High School Pool	\$670/day
• Armijo High School Pool	\$505/day
Pool Maintenance	\$45/hr

EXHIBIT "D"

**JOINT USE AGREEMENT
FACILITIES USAGE APPLICATION**

**Joint Use Agreement Facilities Usage Application
Fairfield-Suisun Unified School District / City of Fairfield**

Usage requests due 30 days prior to the quarterly meeting dates specified in the JUA.

******* Facility use(s) are not approved until all required signatures are obtained. *******

Date Request Submitted:

Requested by: (check one)

Fairfield-Suisun Unified School District

City of Fairfield

Facility Requested:

Day of Week:

(Mo/Day/Yr):

Time:

Beginning

AM

PM

Ending

AM

PM

NOTES:

Use attached Multiple Day Usage Schedule to list multiple dates and specific times.

Dates checked on the Multiple Day Usage Schedule are NOT available due to School/City usage.

Use attached Equipment Request List to specify equipment needed.

Use attached Set-Up Request or attach a set-up diagram to specify set-up needs.

Event:

Projected Attendance

Requesting Organization/Program:

Name of Contact Person: Telephone:

Person on Site Responsible for Program: Telephone:

For Office Use Only

Request Number

Route to the following for information:

Fairfield-Suisun Unified School District

School Master Scheduler

Athletic Director

Custodian/Facilities

Principal

Maintenance Staff (M&O Assistant Director)

District Office Approval _____

City of Fairfield

Facilities Staff

Division Manager

Master Scheduler Approval _____

Fee Information: Per the JUA, an estimate of fees for use of the _____ will be \$ _____.

The requesting organization will be billed at the end of the scheduled usage by the City for City facilities and by the Fairfield-Suisun Unified School District Office for School facilities.

School District / City of Fairfield Approval and Comments and Instructions:

******* Facility use(s) are not approved until all required signatures are obtained. *******

Name:

Title:

Telephone:

Date:

Comments:

**Joint Use Agreement Facilities Usage Application
Requested Equipment List**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

**Joint Use Agreement Facilities Usage Application
Set-Up Diagram (Draw Below or Attach)**

EXHIBIT "E"

**FORMS:
Post Event Evaluation**

Exhibit E

The City of Fairfield and the Fairfield-Suisun Unified School District

Joint Use Agreement Post-Event Evaluation Form

This form can be completed at the conclusion of an event or as needed throughout a long-term use.

If property damages occur, complete the "Damages" section.

Send the completed form to the DIRECTOR or SUPERINTENDENT, or their designated representatives.

Facility user: _____ Date of usage: _____

Site: _____ Area of usage at the site: _____

Type of Activity: _____

- Were all rules and regulations followed? Yes No
- Were the laws of the city and state followed by the facility users? Yes No
- Was the site left in a clean and orderly condition? Yes No
- Did the facility users borrow or use any equipment? Yes No
- Was the equipment returned in acceptable condition? Yes No

Comments: (Positive or problems encountered)

Damages:

Please describe the damage in as much detail as possible. If this section is filled out, send the original to the DIRECTOR OR SUPERINTENDENT, or their designated representatives.

We would rather not have this facility user use our facility again.

Facility Evaluator: _____ Date: _____

EXHIBIT "F"

**FORMS:
Damages Billing Form**

EXHIBIT "G"

INSURANCE

EXHIBIT "G"

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) coverage.

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

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

B. Minimum Limits of Insurance

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 FAIRFIELD
Risk Manager

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT
Risk Manager

EXHIBIT "H"

Education Codes
Section 38130-38139
And
Section 49475

EDUCATION CODE

SECTION 38130-38139

38130. This article shall be known and may be cited as the Civic Center Act.

38131. (a) There is a civic center at each and every public school facility and grounds within the state where the citizens, parent teacher associations, Camp Fire girls, Boy Scout troops, veterans' organizations, farmers' organizations, school-community advisory councils, senior citizens' organizations, clubs, and associations formed for recreational, educational, political, economic, artistic, or moral activities of the public school districts may engage in supervised recreational activities, and where they may meet and discuss, from time to time, as they may desire, any subjects and questions that in their judgment pertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside. For purposes of this section, "veterans' organizations" are those groups included within the definition of that term as specified in subdivision (a) of Section 1800 of the Military and Veterans Code.

(b) The governing board of any school district may grant the use of school facilities or grounds as a civic center upon the terms and conditions the board deems proper, subject to the limitations, requirements, and restrictions set forth in this article, for any of the following purposes:

(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 that has no suitable meeting place for the conduct of the services, provided the governing board charges the church or religious organization using the school facilities or grounds a fee as specified in subdivision (d) of Section 38134.

(4) Child care or day care programs to provide supervision and activities for children of preschool and elementary schoolage.

(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 youths that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.

(7) A community youth center.

(8) A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization.

(9) Other purposes deemed appropriate by the governing board.

38133. The management, direction, and control of school facilities under this article are vested in the governing board of the school

district which shall promulgate all rules and regulations necessary

to provide, at a minimum, for the following:

(a) Aid, assistance, and encouragement to any of the activities authorized in Sections 38131 and 38132.

(b) Preservation of order in school facilities and on school grounds, and protection of school facilities and school grounds, including, if the governing board deems necessary, appointment of a person who shall have charge of the school facilities and grounds for purposes of their preservation and protection.

(c) That the use of school facilities or grounds is not inconsistent with the use of the school facilities or grounds for school purposes or interferes with the regular conduct of schoolwork.

38134. (a) (1) The governing board of a school district shall authorize the use of school facilities or grounds under its control by a nonprofit organization, or by a club or an association organized to promote youth and school activities, including, but not necessarily limited to, any of the following:

(A) The Girl Scouts; the Boy Scouts; Camp Fire USA; or the YMCA.

(B) A parent-teacher association.

(C) A school-community advisory council.

(2) This subdivision does not apply to a group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities of the school district, as determined by the governing board.

(b) Except as otherwise provided by law, a governing board may charge an amount not to exceed its direct costs for use of its school facilities or grounds. A governing board that levies these charges shall first adopt a policy specifying which activities shall be charged an amount not to exceed direct costs.

(c) The governing board of a school district may charge an amount, not to exceed its direct costs for use of its school facilities or grounds by the entity using the school facilities or grounds, including a religious organization or church, that arranges for and supervises sports league activities for youths as described in paragraph (6) of subdivision (b) of Section 38131.

(d) The governing board of a school district that authorizes the use of school facilities or grounds for the purpose specified in paragraph (3) of subdivision (b) of Section 38131 shall charge the church or religious organization an amount at least equal to the school district's direct costs.

(e) In the case of an entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the school district or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds.

(f) If the use of school facilities or grounds under this section results in the destruction of school property, the entity using the school facilities or grounds may be charged for an amount necessary to repay the damages, and further use of the facilities or grounds by that entity may be denied.

(g) As used in this section:

(1) "Direct costs" to the school district for the use of school facilities or grounds includes all of the following:

(A) The share of the costs of supplies, utilities, janitorial services, services of school district employees, and salaries paid to school district employees directly associated with the

administration of this section to operate and maintain school facilities or grounds that is proportional to the entity's use of the

SCHOOL FACILITIES OR GROUNDS UNDER THIS SECTION.

(B) The share of the costs for maintenance, repair, restoration, and refurbishment, proportional to the use of the school facilities or grounds by the entity using the school facilities or grounds under this section as follows:

(i) For purposes of this subparagraph, "school facilities" shall be limited to only nonclassroom space and "school grounds" shall include, but not be limited to, playing fields, athletic fields, track and field venues, tennis courts, and outdoor basketball courts.

(ii) The share of the cost for maintenance, repair, restoration, and refurbishment shall not apply to:

(I) Classroom-based programs that operate after school hours, including, but not limited to, after school programs, tutoring programs, or child care programs.

(II) Organizations retained by the school or school district to provide instruction or instructional activities to pupils during school hours.

(iii) Funds collected under this subparagraph shall be deposited into a special fund that shall only be used for purposes of this section.

(2) "Fair rental value" means the direct costs to the school district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

(h) By December 31, 2013, the Superintendent shall develop, and the state board shall adopt, regulations to be used by a school district in determining the proportionate share and the specific allowable costs that a school district may include as direct costs for the use of its school facilities or grounds.

(i) (1) A school district authorizing the use of school facilities or grounds under subdivision (a) is liable for an injury resulting from the negligence of the school district in the ownership and maintenance of the school facilities or grounds. An entity using school facilities or grounds under this section is liable for an injury resulting from the negligence of that entity during the use of the school facilities or grounds. The school district and the entity using the school facilities or grounds under this section shall each bear the cost of insuring against its respective risks, and shall each bear the costs of defending itself against claims arising from those risks.

(2) Notwithstanding any other law, this subdivision shall not be waived. This subdivision does not limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, for injuries caused by a dangerous condition of public property.

(j) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

38134. (a) (1) The governing board of a school district shall authorize the use of school facilities or grounds under its control by a nonprofit organization, or by a club or an association organized to promote youth and school activities, including, but not necessarily limited to, any of the following:

(A) The Girl Scouts; the Boy Scouts; Camp Fire USA; or the YMCA.

(B) A parent-teacher association.

(C) A school-community advisory council.

(2) This subdivision does not apply to a group that uses school

facilities or grounds for fundraising activities that are not beneficial to youth or public school activities of the school district, as determined by the governing board.

(b) Except as otherwise provided by law, a governing board may charge an amount not to exceed its direct costs for use of its school facilities or grounds. A governing board that levies these charges shall first adopt a policy specifying which activities shall be charged an amount not to exceed direct costs.

(c) The governing board of a school district may charge an amount, not to exceed its direct costs for use of its school facilities or grounds by the entity using the school facilities or grounds, including a religious organization or church, that arranges for and supervises sports league activities for youths as described in paragraph (6) of subdivision (b) of Section 38131.

(d) The governing board of a school district that authorizes the use of school facilities or grounds for the purpose specified in paragraph (3) of subdivision (b) of Section 38131 shall charge the church or religious organization an amount at least equal to the school district's direct costs.

(e) In the case of an entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the school district or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds.

(f) If the use of school facilities or grounds under this section results in the destruction of school property, the entity using the school facilities or grounds may be charged for an amount necessary to repay the damages, and further use of facilities or grounds by that entity may be denied.

(g) As used in this section:

(1) "Direct costs" to the school district for the use of school facilities or grounds means the costs of supplies, utilities, janitorial services, services of school district employees, and salaries paid to school district employees directly associated with the administration of this section necessitated by the entity's use of the school facilities or grounds.

(2) "Fair rental value" means the direct costs to the school district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

(h) (1) A school district authorizing the use of school facilities or grounds under subdivision (a) is liable for an injury resulting from the negligence of the school district in the ownership and maintenance of the school facilities or grounds. An entity using school facilities or grounds under this section is liable for an injury resulting from the negligence of that entity during the use of the school facilities or grounds. The school district and the entity using the school facilities or grounds under this section shall each bear the cost of insuring against its respective risks and shall each bear the costs of defending itself against claims arising from those risks.

(2) Notwithstanding any other law, this subdivision shall not be waived. This subdivision does not limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, for an injury caused by a dangerous condition of public property.

(i) This section is operative on and after January 1, 2020.

38135. Any use, by any individual, society, group, or organization

for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States or of the state by force, violence, or other unlawful means shall not be permitted or suffered.

Any individual, society, group, or organization which commits any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government by force, violence, or other unlawful means while using school property pursuant to the provisions of this chapter is guilty of a misdemeanor.

38136. No governing board of a school district shall grant the use of any school property to any person or organization for any use in violation of Section 38135.

For the purpose of determining whether or not any individual, society, group, or organization applying for the use of the school property intends to violate Section 38135, the governing board shall require the making and delivery to the governing board, by the applicant of a written statement of information in the following form:

STATEMENT OF INFORMATION

The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means;

That _____, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

(Signature)

The school board may require the furnishing of additional information as it deems necessary to make the determination that the use of school property for which application is made would not violate Section 38135.

Any person applying for the use of school property on behalf of any society, group, or organization shall be a member of the applicant group and, unless he or she is an officer of the group, must present written authorization from the applicant group to make the application.

The governing board of any school district may, in its discretion, consider any statement of information or written authorization made pursuant to the requirements of this section as being continuing in effect for the purposes of this section for the period of one year from the date of the statement of information or written authorization.

38137. Written statements of information as required by Section

38136 need not be under oath, but shall contain a written declaration that they are made under the penalty of perjury, and any person so signing the statements who willfully states therein as true any material matter which he or she knows to be false, is subject to the penalties prescribed for perjury in the Penal Code.

38138. Notwithstanding the provisions of this article or any other provisions of law, when a nonpartisan charitable organization organized under the laws of this state has constructed or will construct, subject to the provisions of Article 3 (commencing with Section 39140) of Chapter 2 of this part, a school athletic and youth center facility at no cost to a school district, upon a school-district-owned site to be owned by and for the benefit of the school occupying the site, the governing board of the school district, in accepting the donation and prescribing the conditions and restrictions with respect thereto, may permit the general use of the facility under the provisions of this article for specified supervised recreational activities which are sponsored by or conducted by the donor organization, and may also permit the donor organization to use the facility for this purpose at times when the facility is not being used by the school district for the educational program and related school activities of the designated beneficiary school, unless the use and occupancy of the facility by the donor organization would otherwise interfere with the regular conduct of the school. Any use granted to the donor organization shall, however, immediately and forever terminate if the donor organization denies the use of the facility to any person because of their race, religion, creed, national origin, ancestry, or sex.

This section shall apply only to elementary school districts in San Diego County which had an average daily attendance of 425 or less during the 1970-71 school year, and which, during the 1970-71 school year, had a modified assessed valuation per pupil in average daily attendance of between forty-five thousand dollars (\$45,000) and fifty thousand dollars (\$50,000).

38139. (a) Public primary schools shall post at an appropriate area restricted to adults information regarding missing children provided by the Department of Justice pursuant to Section 14208 of the Penal Code.

(b) Public secondary schools shall post at an appropriate area information regarding missing children provided by the Department of Justice pursuant to Section 14208 of the Penal Code.

California Education Code Section 49475

[Legal Research Home](#) > [California Laws](#) > [Education Code](#) > California Education Code Section 49475

49475. (a) If a school district elects to offer an athletic program, the school district shall comply with both of the following:

(1) An athlete who is suspected of sustaining a concussion or head injury in an athletic activity shall be immediately removed from the activity for the remainder of the day, and shall not be permitted to return to the activity until he or she is evaluated by a licensed health care provider, trained in the management of concussions, acting within the scope of his or her practice. The athlete shall not be permitted to return to the activity until he or she receives written clearance to return to the activity from that licensed health care provider.

(2) On a yearly basis, a concussion and head injury information sheet shall be signed and returned by the athlete and the athlete's parent or guardian before the athlete's initiating practice or competition.

(b) This section does not apply to an athlete engaging in an athletic activity during the regular schoolday or as part of a physical education course required pursuant to subdivision (d) of Section 51220.

Section: [Previous](#) [49470](#) [49471](#) [49471.5](#) [49472](#) [49473](#) [49474](#) [49475](#)

Last modified: February 22, 2013