

ATTACHMENT 1

SHARED RECREATION FACILITIES AND SRO AGREEMENT

This Shared Recreation Facilities and SRO (“Agreement”) is made and entered into as of _____, 2019, by and between the City of Manteca, a California municipal corporation and public body (“City”), and the Manteca Unified School District, a California public school district (“District”). The City and District may be referred to herein as “Party” or collectively as “Parties.”

RECITALS

- A. The Community Recreation Act (Ed. Code, §§ 10900 - 10914.5) authorizes cities and public school districts to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community, and to enter into agreements for such purposes; and
- B. Education Code section 10905 authorizes the governing bodies of the City and District to enter into agreements with each other to promote the health and general welfare of the community and to enhance the recreational opportunities afforded to the community; and
- C. The Civic Center Act (Ed. Code, § 38131, et seq.) authorizes the District to grant use of its school facilities and grounds to certain organizations and citizens; and
- D. The District is the owner of certain facilities within the City (“District Facilities”), as described and depicted in **Exhibit “A”** attached hereto; and
- E. The City is the owner of certain facilities in the City (“City Facilities”), also as described and depicted in **Exhibit “B”** attached hereto; and
- F. The Parties desire to maximize the Recreational opportunities of the District Facilities and the City Facilities, in some instances referred to herein as the “Shared Facilities” (as defined herein); and
- G. The Parties desire to establish an arrangement to use each other’s Shared Facilities and no cost pursuant to the terms of this Agreement; and
- H. The Parties use of the Shared Facilities will create Recreational programs and activities that will greatly benefit the community and District’s students, and therefore the Parties desire to enter into this Agreement under Education Code Section 10900 et seq.; and
- I. The Parties’ use of the Shared Facilities is authorized under Education Code Section 10900 et seq. Each Party further acknowledges that, consistent with Education Code Section 10910, the use of District Facilities for community recreational purposes

ATTACHMENT 1

under this Agreement will not interfere with use of the buildings, grounds, and equipment for any other purpose of the public school system; and

- J. In November 2006, the City's voters approved Measure M to provide additional police officers, in part, to be SROs (as defined below), to expand patrols of schools in an effort to keep gangs and drugs away from students.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District hereby agree as follows:

1. Defined Terms. Capitalized terms used in this Agreement are given the following meanings:

a. "City" means the City of Manteca, a California municipal corporation and public body, its employees, agents and its invitees pursuant to applicable law.

b. "City Council" means the City Council of the City of Manteca.

c. "City Facility" and "City Facilities" mean only those facilities as identified in **Exhibit "B"** attached hereto.

d. "District" means the Manteca Unified School District, its Board of Trustees, employees (both full and part time), students and its invitees pursuant to applicable law.

e. "District Board of Trustees" means the Board of Trustees for the Manteca Unified School District.

f. "District Facility" and "District Facilities" means only those facilities as identified in **Exhibit "A"** attached hereto.

g. "Effective Date" means this Agreement shall be effective upon the date of full execution hereof by the Parties.

h. "Agreement" means this Agreement, including the Recitals and the Exhibits.

i. "Recreation" and "Recreational" shall be defined by the term "recreation" set forth in Education Code Section 10901, which includes "any activity, voluntarily engaged in, which contributes to the physical, mental, or moral development of the individual or group participating therein, and includes any activity in the fields of visual and performing arts, handicraft, science, literature, nature study, nature contacting, aquatic sports, and athletics, or any of them, and any informal play incorporating any such activity."

j. "Shared Facility" and "Shared Facilities" refer individually and collectively to the District Facilities and the City Facilities defined herein and identified in **Exhibits "A" and "B"** attached hereto.

ATTACHMENT 1

k. “SRO” means a School Resource Officer employed by the City.

2. **Rent.** Neither Party shall pay rent to the other for use of the Shared Facilities.

3. **Agreement Term and Termination.** This Agreement shall be effective upon the Effective Date. Following the Effective Date, this Agreement shall remain in full force and effect for a period of one (1) year (“Term”). The Term may be extended by mutual written consent of the Parties for five (5) extensions of one (1) year each. This Agreement may be terminated by either Party at an earlier date than specified hereunder by providing written notice to the other Party at least one hundred twenty (120) days in advance of the early termination date. Early termination shall not relieve either Party of any obligations, financial otherwise, which are owing at the time of termination or which extend beyond the termination date.

4. **Grant of License for Use of Shared Facility.** Each Party grants to the other Party a license, exclusive or non-exclusive as herein provided, to enter upon and use a Shared Facility for the purposes described in this Agreement. As provided herein, in some instances the license is for exclusive use; at other times, the license is for nonexclusive use so both Parties may use designated portions of a Shared Facility at the same time, so long as no student contact occurs. Any Party’s use of a Shared Facility must not unreasonably interfere with the reasonable use and enjoyment of the Shared Facility by the other Party.

5. **Scope of Shared Facilities Use.**

a. The District is allowed use of the City Facilities for school-related Recreational activities. District’s use does not include any use not described in **Exhibit “A”**, unless approved in writing, in advance, for the school year or otherwise by the City, which the City will reasonably approve on request of District. The City is allowed to use District Facilities for Recreational activities and programs offered by the City. The City’s use of District Facilities does not include any use not described in **Exhibit “B”**, unless approved in writing, in advance, for the school year or otherwise by District, which District will reasonably approve. Neither Party shall have any right to authorize use of Shared Facilities by any third-party organization via sublicense, facilities use request, or other means without the prior written consent of the other Party, which may be revoked by a Party at any time and for any reason. A Party’s use of the other’s Shared Facilities shall be without charge to other, except as otherwise provided herein.

b. District’s custodial staff are normally not present at the District’s Shared Facilities after 9:30 p.m. on weekdays, all day on weekends or holidays. If the City requests use of a District’s Shared Facility and District’s custodial staff during these hours, the City will reimburse the District for the additional costs of the District providing custodial services for the City’s use during those times.

6. **Shared Facilities Use Limitations.**

a. A Party’s use of the Shared Facilities shall be during the hours and on the days authorized in this Agreement.

b. Each Party must pay all direct costs, provide appropriate staffing, provide coordination and arrange scheduling for its uses of a Shared Facility. Each Party must ensure that its use of a Shared Facility is conducted appropriately and safely.

ATTACHMENT 1

c. Shared Facilities must be used in accordance with each parties' applicable rules, applicable law, and governmental regulations.

d. A Party may restrict admission to that portion of a Shared Facility during that Party's hours of use.

e. Each Party is obligated to inspect a Shared Facility prior to its use and shall determine the suitability of it for its intended use.

f. A Party's use of a Shared Facility must not materially affect the other Party's use a Shared Facility for their approved and intended purposes, nor become a nuisance to neighboring property owners.

g. The City shall not use a District Facility, or any part thereof, for any purpose which is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility.

h. A Party's use does not include permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on or in the other's Shared Facility without written approval from facility owner.

i. Any use which involves the consumption and/or sale of alcoholic beverages and the conducting of games involving alcoholic beverages are prohibited at a Shared Facility. The use of tobacco products at a Shared Facility is also prohibited at all times.

j. In accordance with the District's policy (BP 3513.3(a)), tobacco and nicotine use of any kind is strictly prohibited. The City's employees, volunteers, and invitees shall additionally comply with all applicable laws and ordinances regarding the use of tobacco and nicotine in the vicinity of all entrances to the School Site.

k. Except for law enforcement, firearms, weapons, and explosives are prohibited at the Shared Facilities regardless whether carried openly or concealed or stored.

l. Each Party is solely responsible for supervising adults and minors when using the Shared Facility. Each Party shall provide sufficient staffing and exercise such control as is necessary to avoid damage to the Shared Facility, its landscaping and improvements and/or injury to persons or property using the Shared Facility.

m. Upon conclusion of its use, the Party must return the Shared Facility to its original condition. This includes returning any equipment, tables and chairs to the place that they were stored and removing any trash that accumulated.

n. No vehicle access or right to store equipment on a Shared Facility is granted unless expressly stated in **Exhibits "A" or "B"** or with written agreement by both parties.

o. No animals (except service animals allowed by law) may be brought upon a Shared Facility.

p. Neither Party has the authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Party, operation of law or otherwise, to attach to or be placed upon the other Party's Shared Facilities, and any and all liens

ATTACHMENT 1

and encumbrances created by a Party shall only attach to that Party's interest only. The Parties shall have the right at all times to post and keep posted on the Shared Facilities a notice, which it deems necessary, for protection from such liens. The Parties covenant and agree not to suffer or permit any lien of mechanics or materialmen or others to be placed against the other Party's Shared Facilities with respect to work or services claimed to have been performed or materials claimed to have been furnished at a Shared Facility, and, in case of any such lien attaching or notice of any lien, the Parties covenant and agree to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Agreement, in the event that such lien is not released and removed on or before the date notice of such lien is delivered by a Party to the other, the aggrieved Party, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs, and expenses, including reasonable attorneys' fees and costs, incurred by the Party in connection with such lien shall be deemed immediately due and payable by the other Party.

7. **Party's Right to Use Its Own Shared Facilities.** Each Party retains the right to use any portion of its Shared Facilities that is not being used by the other. Each Party shall continue to exclusively control its own Shared Facilities.

8. **Compliance with Laws and Regulations.** The Parties shall use each other's Shared Facilities in a manner that meet federal, state and local regulations, and shall comply with the following:

a. Any action taken by a Party that is required by state law but is inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

b. The Parties shall not use the other's Shared Facilities, in whole or in part, for any purpose or use in violation of the laws applicable thereto.

c. The Parties shall not commit or suffer to be committed, any waste upon the Shared Facilities, or allow any sale by auction upon the Shared Facilities, or impose any loads upon the floor, walls, or ceiling which could endanger the structure of a Shared Facility, or place any harmful liquids into the plumbing, sewer, or storm water drainage system of a Shared Facility. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of a Shared Facility, except in trash containers designated for that purpose.

9. **Fingerprinting and Criminal Background Investigations.** For uses of the District Facilities, the City shall ensure compliance with the fingerprinting requirements of Education Code section 10911.5 for all persons who could have direct contact with students, regardless of whether such individuals are paid or unpaid. The City shall provide written verification of compliance with the fingerprinting and criminal background investigation requirements to District prior to any person coming into direct contact with any students

10. **No Unnecessary Student Contact.** Prior to use of Shared Facilities where students are present, the City shall instruct all persons under its control to not engage in unnecessary contact with students. At its sole discretion, the District may require the City to immediately remove any person under its control from a District Facility if any unnecessary student contact is observed or reported.

11. **Personnel, Equipment, and Reasonable Rules, and Regulations.**

ATTACHMENT 1

a. For each use of a Shared Facility, the Party, at its sole cost and expense, shall provide: (i) such employees, volunteers, or others as are necessary to ensure the safety of all participants, spectators, and others present in connection with such use; and (ii) all personal property (e.g., equipment, materials, supplies, and/or other items) as necessary to permit the use to occur and as necessary to ensure the safety of all participants, spectators, and others present in connection with such use.

b. The personnel hired by each Party shall not be construed as employees or independent contractors of the other Party for any purpose whatsoever. If a Party wishing to use the other Party's employees or independent contractors in the conduct of programs (i.e., lifeguards, gym attendants, sport camp instructors, contract instructors, audio-visual crew, technical staff, etc.), the use of such employees shall be subject to a separate written agreement to be negotiated by the Parties on terms to be mutually agreed upon.

c. If a hazard is identified at any time, the Party will immediately notify the other to allow that Party who owns the Shared Facility to remedy the hazard. Each Party has a duty to warn its users of any identified hazard.

d. The Parties agree to reasonably respond in a timely manner to concerns expressed by neighbors or the community relating to a Party's use of the other's Shared Facility.

e. A Party shall submit a written accident/incident report to the other Party within twenty-four (24) hours of any accident or incident that occurs on the other's Shared Facility.

12. Condition of Shared Facilities.

a. The Shared Facilities shall be provided to the Parties on an "AS IS" basis. A Party shall not be required to make or construct any alterations including structural changes, additions, or improvements to the other's Shared Facility, unless specifically agreed upon in writing.

b. The Parties acknowledge that neither have made any representation or warranty as to the suitability of the Shared Facilities for the other's use. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Party, and the Parties expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained within the Agreement.

c. The Parties make no representation or warranty, express or implied, concerning the location of present or future facilities surrounding the Shared Facilities.

13. Obligations of the City. The City hereby covenants and agrees to the following:

a. Custodial service necessary to keep the City Facilities in a neat, orderly, and sanitary condition shall be the City's sole responsibility.

b. The City shall not permit any vehicle(s) to enter upon District Facilities, except as may be necessary for its use and with written approval by District.

c. The City shall designate an employee with whom District may confer regarding the terms of this Agreement.

ATTACHMENT 1

d. The City shall enforce all District rules, regulations, and policies provided by District while using District Facilities.

e. At no cost to the District, the City shall permit the District to use City's specialized equipment including, but not limited to, scoreboards, TV/VCR, overhead projectors, sound system, air conditioning, etc. Requests for specialized City equipment must be submitted on the approved standard form, attached hereto as **Exhibit "C"**, fifteen (15) days prior to date such equipment is needed for use by the District.

14. Obligations of District. The District hereby covenants and agrees to the following:

a. Custodial services necessary to keep District Facilities in a neat, orderly, and sanitary condition shall be District's sole responsibility.

b. The District shall not permit any vehicle(s) to enter upon City Facilities, except as may be necessary for its use and with written approval by City.

c. The District shall designate an employee with whom the City may confer regarding the terms of this Agreement.

d. The District shall enforce all City rules, regulations, and policies provided by City while using City Facilities.

e. The District shall provide personnel necessary for the direction or supervision of activities sponsored by District at City Facilities.

f. At no cost to the City, the District shall permit the City to use the District's specialized equipment including, but not limited to, scoreboards, TV/VCR, overhead projectors, sound system, air conditioning, etc. Requests for specialized District equipment must be submitted on the approved standard form, attached hereto as **Exhibit "D"**, fifteen (15) days prior to date such equipment is needed for use by the City.

g. Pursuant to Education Code section 10913, District shall permit the City to jointly use District's school buses on the basis of a supplemental agreement, pursuant to which the City shall be responsible for costs, including fees, operators, and insurance.

15. Calendar Planning and Use Scheduling.

a. Civic Center Act Use of District Facilities. The City acknowledges that the District Facilities are subject to uses by certain organizations and citizens under the Civic Center Act (Ed. Code, § 38131 et seq.) and District Board Policy BP 1330(a) and Administrative Regulation 1.4(a). Civic Center Act users schedule their use by completing an online form to reserve a particular District Facility if that facility is not reserved for another. For this reason, the District cannot provide exclusive use of the District Facilities at all times listed in **Exhibit "B"**. Therefore, the City shall use the District's online form for scheduling its use of District Facilities not reserved during the calendar planning sessions, described below.

b. Calendar Planning Session. The Parties shall develop a master schedule for the Parties' use of the Shared Facilities. The Parties shall schedule biannual meetings, unless alternate meeting times are mutually agreed upon by the Parties. At these meetings, both Parties

ATTACHMENT 1

shall review and evaluate the status and condition of the Shared Facilities and shall modify or confirm the upcoming schedule. A Party will provide minutes of these meetings to the other Party upon request.

c. Scheduling. Each Party shall have the responsibility for scheduling the use of its Shared Facilities. Scheduling requests for any Shared Facility shall be submitted on the applicable standard form (**Exhibits “E” or “F”**).

d. Obligations in Connection with a Reserved Use. When a Party has scheduled a use of a Shared Facility:

(i) The other Party will not schedule use of the Shared Facility, unless the use is approved in advance, in writing, by the Party who first reserved the Shared Facility. The Shared Facility's owner is not required to patrol a Shared Facility or remove persons who may be using a Shared Facility during the hours reserved by a Party.

(ii) Each Party will post on its website and periodically distribute notices to its Shared Facility users advising them of that Party's right to use the Shared Facility.

16. Maintenance of Shared Facilities. Unless unavoidable, the Parties are obligated to maintain their respective Shared Facilities in a good and safe condition for use by the other Party. Neither Party is obligated, and shall not maintain, the other Party's Shared Facilities. Whenever a Party's maintenance of its Shared Facility may interfere with the other Party's use of a Shared Facility, the Party conducting the maintenance shall notify and coordinate with the other to reschedule any use that would be precluded by the maintenance. Each Party shall use their best efforts to scheduled maintenance of its Shared Facilities to avoid interfering with the other Party's scheduled use of a Shared Facility. Maintenance that interferes with a Party's use of the other's Shared Facility shall not entitle that Party to compensation for disruption of use.

17. Management, Repair, and Improvement of Shared Facilities.

a. Exclusive Control Over a Shared Facility. Each Party retains the sole and exclusive right to make management decisions concerning all aspects of its Shared Facilities. This management right includes the right to establish, amend, implement, and enforce reasonable rules and regulations for the use of a Shared Facility. This management right includes the right to establish the timing and level of maintenance of a Shared Facility.

b. Costs. Each Party agrees to pay all electrical, lighting, water, and other utility service costs associated with its Shared Facilities and no fees shall be imposed on the other user when shared use takes place.

c. Right to Restrict Access to a Shared Facility. Each Party retains the right to temporarily restrict access to a Shared Facility it owns to perform repairs or improvement activities. The Party performing such repairs or improvements agrees to use its best efforts to accommodate the other Party's schedule when scheduling work. The Party performing repairs or improvements shall use its best efforts to provide the other Party prior written notice at least thirty (30) days in advance of any scheduled temporary restriction on access. In case of an emergency, access may be restricted immediately. Whenever access is restricted, the Party restricting access shall provide the other Party with a written notice explaining the reason for restricting access and the estimated length of time the restriction will be in effect.

ATTACHMENT 1

d. Damage to a Shared Facility. If a Party determines that an activity is causing excessive damage to a Shared Facility, the other Party shall immediately discontinue such activity upon notification. Moreover, within thirty (30) days following a Party's delivery of an invoice to the other identifying the costs and expenses reasonably incurred in repairing the damage caused by the activity complained of, the other Party shall pay the invoice by delivery of immediately available funds. That Party shall not recommence or otherwise allow the commencement of the activity complained of unless and until the Parties have developed a mutually acceptable plan concerning the conduct/activity in question.

e. Capital Improvements to Shared Facilities. Should a Party desire to make any capital improvements, alterations, or additions to its Shared Facilities, the Party must give notice to the other Party of when such improvements, alteration, or additions will take place and to take reasonable steps to avoid its disrupting scheduled uses of the Shared Facilities.

f. Removal of Improvements from Shared Facilities. Should a Party desire to remove an improvement from its Shared Facilities, the Party must give notice to the other Party of when such removal will take place and to take reasonable steps to avoid its disrupting scheduled uses of the Shared Facilities.

g. Emergency Repairs. Neither Party has the right to make any repairs to the other's Shared Facilities.

h. Vandalism and other Damage. If a Shared Facility is vandalized or damaged in any way during the time a Party uses the other's Shared Facility, the cost of repair and restoration shall be borne by that Party exclusively, regardless of whether the perpetrators are known or not. If the Shared Facility is vandalized or damaged in any way at any other time or if the time of act causing the damage cannot be determined, the cost of repair and restoration shall be borne by the Shared Facility's owner exclusively, regardless of whether the perpetrators are known or not. This provision shall not limit the ability of either Party to participate in the prosecution of, and to pursue and obtain restitution from, the other Party or individual(s) responsible for the damage.

18. Hazardous Materials.

a. Definition. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government. Hazardous Materials includes, without limitation, petroleum products, asbestos, PCBs, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, Sections 66261.30 et seq.; (ii) defined as a "hazardous waste" pursuant to Section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq.; or (iii) defined as a "hazardous substance" pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq. As used herein, the term "Hazardous Materials Laws" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Materials.

b. Hazardous Materials. Neither Party shall bring any Hazardous Materials onto the other's Shared Facilities.

ATTACHMENT 1

c. Responsibility for Release. In the event that a Party causes any Hazardous Materials to be released, spilled, discharged, or otherwise exposed through its use and occupancy of the other Party's Shared Facilities, the Party shall be solely responsible for all costs associated with the proper handling, mitigation, remediation, and disposal of the Hazardous Materials and all related cleanup.

d. Hazardous Materials Notice. The Parties shall each give notice to the other as soon as reasonably practicable of (i) any communication received from any governmental authority concerning Hazardous Materials which relates to the Shared Facilities, and (ii) any contamination of the Shared Facilities by Hazardous Materials which constitutes a violation of any Hazardous Materials Law.

e. Survival of Hazardous Materials Provisions. The obligations under this Section shall survive the expiration or earlier termination of this Agreement. The rights and obligations of the Parties with respect to issues relating to Hazardous Materials are exclusively established by this Section.

19. School Resource Officers.

a. Provision of SROs. At no cost to the District, the City shall provide three (3) School Resources Officers ("SROs") at the District's schools for the days and hours described below. Requests for additional SRO's or for staffing outside of these hours such as school events, sporting events, dances, etc., shall be made by the District through the submission of an Outside Service Request Form, as described and depicted in **Exhibit G**" attached hereto. District will strive to provide ten (10) days' notice prior to date such staffing is needed by the District.

b. SRO Purpose. The City recognizes the primary role and assignment for the SROs is to provide services to the District as outlined in this Agreement. The City's Police Department will endeavor to ensure those officers assigned as SROs will not be routinely used to provide other law enforcement services not directly linked to the SRO program. However, both the Parties recognize and acknowledge the primary function of each officer assigned as an SRO is that of a Police Officer. As each SRO generally wears a police uniform and drives a marked police vehicle, they may often be flagged down and/or expected to take law enforcement action by the public. The City also recognizes in many instances when an SRO may not be available to respond to a request for a call for service from the District, a Police Officer normally assigned to patrol or not routinely assigned to function as an SRO may respond. The Police Department agrees to continue to ensure calls for service for the District will be handled by an officer not assigned as an SRO to maintain the peace, ensure the protection of life and/or property, or when delaying the call for service for an SRO would otherwise be unacceptable or impractical based on the circumstances.

c. Control of SROs. The SROs shall be employees of the City and shall be subject to the administration, supervision, and control of the City. The SROs shall be subject to all personnel policies and practices of the Police Department, except as such policies or practices may be modified by the terms and conditions of this Agreement. The City's Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. If a District principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that, at the Chief of Police's discretion, assign a different officer as the SRO for that school.

ATTACHMENT 1

d. Deployment. One SRO shall be assigned to each of the three primary high schools within the City of Manteca (Manteca High, East Union High & Sierra High). These SROs will provide assistance and support to the feeder schools of their assigned high school.

e. Duty Hours. SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the District. Whenever possible, it is the intent of the Parties that the SROs' duty hours shall conform to the school day. The general operation of a school day consists of Monday through Friday, 6:00 a.m. to 4:00 p.m. It is understood and agreed that the time spent by the SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

f. Absence. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the City's Police Department and the principal of the school to which the SRO is assigned. In the event of an extended absence of one of the SRO's, the City will make every attempt based on staffing levels to backfill or replace the SRO as soon as possible. Extended absence will be defined as anything greater than ten (10) consecutive school days.

g. Duties. The SROs duties will include, but not limited to, the following:

(i) To be an extension of the principal's office for assignments consistent with this Agreement.

(ii) To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus or the nexus to and from school and school sponsored events. As to school code violations, the SRO will take the student to the principal's or designee's office for discipline to be meted out by school officials.

(iii) To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public-school property. As to school code violations, the SRO will take the student to the principal's or designee's office for discipline to be meted out by school officials.

(iv) To provide a classroom resource for law education using approved materials.

(v) To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

(vi) To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

(vii) To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.

(viii) The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm,

ATTACHMENT 1

the SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's or designee's office for discipline to be meted out by school officials.

(ix) IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the principal where school discipline can be meted out. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s). However, there may be situations where the SRO will investigate certain off-campus incidents reported to them that involve a student.

(x) The SRO will share information with the administrator about person and conditions that pertain to campus safety concerns.

(xi) The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.

(xii) The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

(xiii) The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

(xiv) The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to

- (A) Drugs and the law – adult and juvenile;
- (B) Alcohol and the law – adult and juvenile;
- (C) Sexual assault prevention;
- (D) Safety programs – adult and juvenile;
- (E) Assistance in other crime prevention programs as assigned

(xv) The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.

(xvi) The SROs will wear their department authorized duty weapons in accordance with department policy.

h. Chain of Command.

ATTACHMENT 1

(i) As employees of the City's Police Department, SROs will be subject to the chain of command of the Police Department, SROs will be subject to the chain of command of the Police Department.

(ii) In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

i. Transporting Students & Student Information

(i) SROs shall not transport students in City's Police Department vehicles except:

(A) When the students are victims or witnesses of a crime, under arrest, truant or some other emergency circumstances exist; and

(B) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other student's school personnel.

(C) If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent which time is of the essence.

(ii) If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

20. Notices.

a. The City Contact Person. The City shall provide (i) the name, address, phone number, email address, and business hours of an individual who will act as the contact person on behalf of the City for matters concerning this Agreement, and (ii) the name, address, phone number, and email address of an individual who will act as the contact person on behalf of the City and who will be available after hours and on weekends. Each contact person must have the authority to act and make decisions on behalf of the City related to use of each Shared Facility and related to any emergency matters. The initial City contact person is: Parks and Recreation Director and Police Chief or their designees. District acknowledges that some decisions regarding this Agreement must be made by the City Council at a duly called and noticed meeting.

b. District Contact Person. District shall provide (i) the name, address, phone number, email address, and business hours of an individual who will act as the contact person on behalf of District for matters concerning this Agreement, and (ii) the name, address, phone number, and email address of an individual who will act as the contact person on behalf of District and who will be available after hours and on weekends. Each contact person must have the authority to act and make decisions on behalf of District related to use of each Shared Facility and related to any emergency matters. The information about the contact person shall be

ATTACHMENT 1

updated as necessary by written notice to the City. The initial District contact person is: Director of Community Outreach and or designee. The City acknowledges that some decisions regarding this Agreement must be made by District's Board of Trustees at a duly called and noticed meeting.

21. Events of Default. Each of the following events shall be deemed a default by a Party of its obligations under this Agreement (each an "Event of Default"): (i) the Party fails, within the time required, to pay an undisputed or unexcused amount due to the other Party; or (ii) the Party fails to perform or observe any covenant, condition, or agreement to be performed or observed by such Party under this Agreement, and such failure materially and adversely affects the other Party's rights.

22. Notice of Default and Opportunity to Cure. If a Party is alleged to be responsible for an Event of Default ("Defaulting Party"), the other Party ("Non-Defaulting Party") may provide written notice thereof to the Defaulting Party, specifying in reasonable detail the nature and extent of the alleged Event of Default ("Notice of Default"). If the Defaulting Party has not cured the Event of Default within twenty (20) calendar days after receipt of the Notice of Default in the case of a monetary default (i.e., failure to pay money or secure the payment of money), or within thirty (30) calendar days after receipt of the Notice of Default in the case of a non-monetary default, the Non-Defaulting Party, in its discretion, may initiate the dispute resolution process described in this Agreement. Giving a Notice of Default and allowing the period for cure of the Event of Default under this section shall be a condition precedent to the Non-Defaulting Party exercising any available remedy in response to the Event of Default. Nothing shall be construed to prohibit the Defaulting Party from disputing that an Event of Default has occurred. Neither giving any Notice of Default, nor the initiation by the Non-Defaulting Party of any dispute resolution, legal, or equitable action, or other proceeding in connection with an Event of Default, shall by itself operate to terminate this Agreement.

23. Insurance.

a. **Liability Insurance.** Each Party shall obtain and keep in place a policy or policies of general commercial liability insurance (or acceptable self-insurance) with respect to its use of each Shared Facility, written on an occurrence basis, that provides coverage for damage to property and injury to any person (including death) that arises from or incurs in connection with that Party's activities under this Agreement, including, without limitation, the presence on or use of any property owned by the other Party. This liability policy shall be deemed primary and provide coverage for any property damage, bodily injury, personal injury and/or death which occurs or is occasioned due in whole or in part to negligence by the Licensee in conjunction with activity authorized by this Agreement. Each Party's liability policy shall name the other Party as an additional insured and shall include a cross-liability endorsement and waiver of the insurer's rights of subrogation against the other Party. The policy limits shall be at least in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in annual aggregate.

b. **General Insurance Requirements.** Each policy shall be issued by an insurer licensed to do business in the State of California and having an A.M. Best Company Rating of not less than an "A" and Financial Site Category of not less than "IX". Notwithstanding the foregoing, either Party may maintain the insurance coverage required under this Agreement through a joint-powers insurance cooperative in which the Party is a member.

ATTACHMENT 1

c. Proof of Insurance. Within fifteen (15) days after the Effective Date, the Parties shall furnish to each other a certificate of insurance for each policy of insurance required under this section (each a “Certificate of Insurance”) stating that the required insurance coverage is in full force and effect and naming the other Party as an additional insured. Within sixty (60) days of the Effective Date, each Party shall provide to the other Party copies of all policies of insurance and endorsements required under this section, which the receiving Party may review for compliance with this section. A Party that determines the other Party’s insurance does not satisfy the requirements of this section shall provide written notice of the deficiency to the other Party, which shall have thirty (30) days to cure the deficiency. No failure by a Party to review, fully review, or adequately review any policy received from the other Party, or to provide any notice of deficiency regarding any such policy, shall be deemed or construed to constitute acceptance or a waiver of any failure by the other Party to comply with the requirements of this section.

d. Continuity of Coverage. Each Party, during the Term, must maintain in full force and effect, without any lapse in coverage, all policies of insurance that the Party must maintain under this section, whether through the original or any renewal or replacement policies. The Party whose insurance policy is being cancelled, for any reason, shall also notify the other Party in writing within two business days after learning of such cancellation.

e. Waiver and Release of Claims. Upon receipt by a Party of insurance proceeds attributable to any claim or liability for which the other Party is responsible, the receiving Party shall be deemed to have waived and released the other Party from such claim or liability, but only to the extent that such claim or liability is satisfied or paid by the net amount remaining after deducting the receiving Party’s reasonable costs of obtaining such proceeds, including, without limitation, any deductibles or reserves expended by the receiving Party.

f. Motor Vehicle Insurance. Each Party shall obtain and maintain under this section a policy or policies of liability insurance, written on an occurrence basis, providing coverage for all motor vehicles owned, leased, rented, or used by a Party in undertaking any activities under this Agreement (“Vehicle Policy”). Each Party’s Vehicle Policy shall name the other Party as an additional insured and shall include a cross-liability endorsement and a standard waiver of the insurer’s rights of subrogation against the other Party. Unless modified by the Insurance section of this Agreement, in no event shall a Party’s Vehicle Policy provide coverage for damage to property and injury to any person (including death) in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate.

g. Workers’ Compensation Insurance. Each Party shall obtain and maintain under this section a policy or policies of workers’ compensation insurance in compliance with Section 3700 et seq. of the Labor Code and all other applicable requirements, including, without limitation, any laws as may be enacted or amended from time to time. Each Party’s workers’ compensation insurance policy shall include a standard waiver of the insurer’s rights of subrogation against the other Party.

h. Minimum Requirements. The requirements for insurance coverage in this section are to be deemed and construed as the minimum requirements for the insurance to be maintained by a Party. Notwithstanding anything to the contrary, each Party may maintain such additional insurance coverage as such Party determines in its reasonable business judgment is required to adequately protect the interests of the Parties in connection with this Agreement.

24. Indemnification and Liability.

a. Reciprocal Indemnification. The City expressly agrees to indemnify, protect, defend, and hold District, its Board of Trustees, employees, agents, students, and/or any other District invitees free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the City's use of the District's Shared Facilities and/or exercise of its rights and obligations under this Agreement. This indemnity will not extend to claims to the extent arising from the negligence (in any form), recklessness, or willful misconduct of District, its Board of Trustees, employees, agents, students, or any other District invitees.

b. District expressly agrees to indemnify, defend, protect, and hold the City, its employees, agents, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of District's use of the City's Shared Facilities and/or exercise of its rights and obligations under this Agreement. This indemnity does not extend to claims to the extent arising from the negligence (in any form), recklessness, or willful misconduct of the City, its employees, agents, or volunteers.

These indemnity provisions shall extend to claims accruing after this Agreement is terminated (for activities/actions occurring during the Term) as well as while it is in force.

c. Liability of the City. The City shall be solely responsible and liable for the welfare and control of all City employees, agents, and invitees at all times they are present on any of the District Facilities, or adjacent areas, because of, or in connection with, this Agreement or otherwise for purposes related to the City's activities under this Agreement.

d. Liability of District. District shall be solely responsible and liable for the welfare and control of all District Board of Trustees, employees, agents, students, and/or any other District invitees at all times they are present on any of the City Facilities, or adjacent areas, because of, or in connection with, this Agreement or otherwise for purposes related to District's activities under this Agreement.

e. Joint Defense. The Parties may agree in writing to a joint defense of any claim, action, or proceeding arising out of the joint acts or omissions of the Parties. Any such agreement may provide that the Parties may appoint agreed-upon legal counsel to defend such claim, action or proceeding. The Parties may equally bear the cost of any such joint defense and any amount paid by the Parties in settlement of, or as a result of a court judgment, arbitration or mediation of, the claim, action or proceeding. The Parties may equally share in any amount awarded to or received by the Parties in settlement of or as a result of a court judgment, arbitration or mediation of, the claim, action or proceeding. Neither Party may bind the other Party to any settlement of a claim, action, or proceeding without the express written consent of the other Party.

f. Comparative Fault. In the event any settlement, court judgment, or arbitration, or mediation award allocates or determines the comparative fault of the Parties, either Party shall be entitled to reimbursement from the other Party, with respect to defense costs, settlement payments, judgments and awards, consistent with such comparative fault to the extent such settlement, judgment, award, payment or costs are not paid or reimbursed through insurance coverage that a Party is required to maintain pursuant to this Agreement.

ATTACHMENT 1

g. Insurance Not a Limitation on Liability. A Party's liability or responsibility under this Agreement shall not be limited by insurance coverage maintained by either Party.

h. Survival of Terms. With respect to any acts, omissions, and/or incidents occurring prior to termination of this Agreement, the requirement that a Party indemnify, defend, and/or hold the other Party harmless, or pay any amounts owing under this Agreement, shall survive.

25. Conflicts/Dispute Resolution.

a. Communication to Prevent Problems from Becoming Disputes. In recognition of the need to resolve problems quickly, each Party shall use its best efforts to respond to all communications (whether written, or oral, by mail or electronic) within the response time indicated in the communication, but in no event later than twenty (20) days following dispatch of the communication by the other Party. The Parties shall work cooperatively and in good faith to promptly resolve the issues/conflicts identified in the communication, which resolution shall be accomplished in the shortest time reasonably possible, but in no event later than forty-five (45) days following the issuance of the original communication.

b. Breach of the Agreement. Failure to comply with the terms of this Agreement is a breach. The following are examples of breaches of this Agreement:

(i) Use of a Shared Facility for a purpose or at a time not authorized by this Agreement.

(ii) Failure to discontinue, or recommencement of, an objectionable activity in violation of the provisions of this Agreement.

(iii) Failing to pay any expenses as required by this Agreement.

(iv) Failing to make a Shared Facility available on the dates and at the times required by this Agreement.

(v) Failure by a Party to fulfill any nonmonetary obligation where such failure continues beyond any applicable notice-and-cure period.

c. Mediation Prior to Litigation. Before initiating any litigation to enforce this Agreement, the Parties will first make a reasonable attempt to mediate the dispute through nonbinding mediation.

d. Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this Agreement, each Party shall bear their own attorney's fees and costs.

26. Miscellaneous.

a. No Assignment Without Consent. Neither Party may assign any rights, duties, obligations, or privileges under this Agreement without the express written consent of both Parties.

ATTACHMENT 1

b. Waiver of Rights and Obligations. No waiver of any right or obligation under this Agreement is effective unless executed in writing by the Party relinquishing the right or excusing the obligation. Any such waiver shall be limited to the specific right or obligation set out in the written waiver and shall not be a waiver of any other right or obligation under this Agreement.

c. Non-Discrimination. No 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 and mental disability.

d. Entire Agreement. All Exhibits attached hereto are incorporated in this Agreement by this reference. The written expression of this Agreement, including the recitals and the Exhibits, contains the entire understanding of the Parties with respect to this Agreement. No other statements, promises, or understandings of any kind not contained in this Agreement were made to or by either Party.

e. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any of its provisions.

f. California Law. This Agreement shall be governed by and the rights, duties, and obligations of the Parties and 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 the county in which District's administrative offices are located.

g. Waiver. Failure by a Party to enforce any term, condition, restriction, or provision of this Agreement, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any future breach of the same or any other term, condition, restriction or provision.

h. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

i. 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.

j. 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 intention of the Parties.

k. Severability. If any provision of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions shall not be affected, provided that the economic and legal substance of the transactions contemplated herein are not affected in any manner materially adverse to any Party. In the event of any such determination, holding, or finding, the Parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes

ATTACHMENT 1

hereof. To the extent permitted by law, the Parties hereby, to the same extent, waive any provisions of law that render any provision of this Agreement prohibited or unenforceable in any respect.

l. Modification. All modifications to this Agreement must be in writing and signed by the Parties.

m. Representation of Authority. Each Party warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this Agreement on behalf of each of the Parties has been fully and faithfully taken so as to authorize and bind each of the respective Parties to this Agreement.

n. No Third Party Beneficiaries. The only parties to this Agreement are the City and District. This Agreement does not involve any third party beneficiaries, and it is not intended and will not be construed to benefit or be enforceable by any other person or entity.

o. No Joint Venture. Neither Party is authorized to assume or create any obligation on behalf of, in the name of, or binding upon the other Party, nor shall this Agreement in any way create, give rise to, or be deemed a joint venture or partnership between the Parties.

p. 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, or association.

q. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

r. Time Is of the Essence. Time is of the essence with respect to the Parties' obligations herein.

s. Further Actions. Each Party hereto shall execute, acknowledge, and deliver such additional documents, and take such further action(s), as may be reasonably required from time to time to carry out each of the provisions, and the intent, of this Agreement.

t. Force Majeure. In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be in default, and all performance or other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party such as but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; limitation of supplies; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; or any other causes beyond the control of or without the fault of the Party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the forced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause.

IN WITNESS OF THE FOREGOING, the undersigned execute this Agreement on behalf of the Parties.

ATTACHMENT 1

CITY OF MANTECA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MANTECA UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

CITY FACILITIES

1. Northgate Softball Complex (excluding field chalking)
2. Lincoln/Morenzone Ballfields
3. Soccer Fields
4. Tennis Courts
5. Woodward Park
6. Northgate Soccer
7. Roberts Estates Park
8. Union West Park
9. Picnic Shelters
10. Library Park Gazebo
11. All City Park Locations
12. Senior Center
13. Lincoln Pool
14. Manteca Golf Course (excluding balls and carts)
15. Senior Center
16. Manteca Transit Center

EXHIBIT “B”

DISTRICT FACILITIES

Exhibit B voids existing City and School District Joint Use Agreements. The city shall be permitted a minimum of 20 hours weekly in each community gymnasium after school use

1. Manteca Community Gymnasium at Golden West School
2. Stella Brockman Community Gymnasium
3. Neil Hafley Community Gymnasium
4. Shasta Community Gymnasium

EXH. "B"



Elementary Schools	Address	General Facilities Available
August Knodt	3939 EWS Woods Blvd. Stockton	
Brock Elliott	110 Stonum Ln., Manteca	• Classroom
French Camp	241 E. 4 th St., French Camp	• Cafeteria
George Komure	2121 Henry Long Blvd., Stockton	• Multi-Purpose Room
George McParland	1601 Northgate Dr., Manteca	• Practice Field
Annex	1370 London Ave., Manteca	• Baseball Diamond
Golden West	1031 North Main St., Manteca	• Kitchen
Great Valley	4223 McDougal, Stockton	• Parking Lot
Annex	4550 Star Way, Stockton	• Restrooms
Joseph Widmer	751 Stonebridge Ln., Lathrop	• Library
Joshua Cowell	740 Pestana Ave., Manteca	
Lathrop	15851 S. 5 th St., Lathrop	
Lincoln	750 E. Yosemite Ave., Manteca	
Mossdale	455 Brookhurst Ave., Lathrop	
Neil Hafley	849 Northgate Dr., Manteca	
New Haven	14600 S. Austin Dr., Manteca	
Nile Garden	5700 East Nile Ave., Manteca	
Sequoia	710 Martha St., Manteca	
Shasta	751 East Edison Ave., Manteca	
Stella Brockman & Annex	763 Silverado Dr., Manteca	
Veritas	1600 Pagola Ave., Manteca	
Walter Woodward	575 Tannehill Dr., Manteca	
Calla High	130 S. Austin Rd., Manteca	
Manteca Day School	2271 W. Louise Ave., Manteca	

ATTACHMENT 1



<u>High Schools</u>	<u>Address</u>	<u>General Facilities Available</u>
East Union High	1700 North Union Rd. , Manteca	• Classroom • Cafeteria • Kitchen • Library • Parking Lot • Lighting • Sm/Lg. Gym • Tennis Courts • Practice Field • Baseball Diamond • Football Stadium/Track • Dance Room • Swimming Pool • Auditorium/Theater • Other • Restrooms
Lathrop High	647 Spartan Way, Lathrop	
Manteca High	450 East Yosemite Ave. , Manteca	
Sierra High	1700 Thomas St. , Manteca	
Weston Ranch High	4606 McCuen Ave., Stockton	

<u>Other Locations</u>	<u>Address</u>	<u>General Facilities Available</u>
be.tech	2271 W. Louse Ave., Manteca	Other
Manteca Vocational Academy	2271 W. Louise Ave. , Manteca	
Manteca Adult School	2271 W. Louise Ave. , Manteca	
District Office Conference Room	2271 W. Louise Ave. , Manteca	

EXHIBIT "C"**STANDARD CITY FORM**

City of Manteca Parks and Recreation Department
 252 Magnolia Avenue, Manteca CA 95337 • Phone: (209) 456-8600 • Fax: (209) 923-8954
 Email: parks@mantecagov.com • Website: www.mantecagov.com/parks



FACILITY RENTAL/PARK USE PERMIT APPLICATION

INSTRUCTIONS			
- All areas must be filled out completely; incomplete applications will not be accepted. Please print clearly in blue or black ink. - Rental fees and deposits are due when the application is submitted. Accepted forms of payment are cash, money order, check, or credit card (Visa or MasterCard only). - All documents required by the Department (including, but not limited to security, site plans, or any other conditional items) are due one week prior to the event.			
APPLICANT INFORMATION			
Applicant/Contact Name:		☐ Individual ☐ Organization	
Organization Information:		Non-Profit 501(c)(3) status? ☐ Yes ☐ No If yes, Federal ID#:	
Address:		City:	State: ZIP:
Home Phone:	Cell Phone:	Work Phone:	
Email Address:		Website Address (if applicable):	
EVENT INFORMATION			
Park/Facility Requested:			
Specific Area of Use:			
Event Date(s):		Start time:	End time:
(Hours include set-up and break-down)			
Event Description:			
CHECK ALL THAT APPLY			
Application For: ☐ Facility Rental Permit ☐ Park Use Permit ☐ Picnic ☐ Field Rental ☐ Special Event ☐ Fundraiser ☐ Other: _____	Attendance Per Day: ☐ Under 50\$50.00 ☐ 51-100\$100.00 ☐ 101-300\$250.00 ☐ 301-1,000\$500.00* ☐ Special Event\$ _____ *Additional \$200 for each increment of 500 people over 1,000 *Additional deposit may be required for items that may impact turf/facility, (i.e. bounce houses, stages, etc.) Estimated Attendance: _____	Event Involves: ☐ Caterer ☐ Vendors ☐ Portable toilets (must be delivered & removed same day) ☐ Portable lights ☐ Game booths/rides ☐ Tents/canopies: dimensions of each (x x) ☐ Stages/bleachers: dimensions of each (x x) ☐ Amplified sound; type: _____ ☐ Bounce house vendor: _____ ☐ Giving away food/beverage/other _____ ☐ Selling food/beverage/other _____ ☐ Other _____ *Use special arrangements/event detail area to the left to explain. Attach additional sheet if necessary.	
SPECIAL ARRANGEMENTS/EVENT DETAILS			
OFFICE USE ONLY			
Date Application Received:		Insurance Required? ☐ Yes ☐ No Insurance Received: _____ Verified by: _____	INTERNAL NOTES/CONDITIONS:
Fees/Deposits Due:		Approved by: _____ Date: _____	

ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES

Receipt # _____

Read and initial each policy. Address any questions/concerns before signing.

	ALCOHOL
<i>Initial</i>	Consumption of alcoholic beverages and possession of open containers is prohibited in all City parks and facilities, with the exception of the Senior Center and the picnic shelter areas at Northgate Park and Lincoln Park.
	AMPLIFIED SOUND, including Bands/DJ's
<i>Initial</i>	Amplified sound must not carry into residential areas. Any DJ or band must submit separate insurance that meets or exceeds City requirements and comply with City Municipal Code. A separate generator is required; City outlets handle no more than 20 amps. City will not be liable if a circuit breaker trips and causes damage to equipment.
	CANCELLATION
<i>Initial</i>	If cancellation by renter is made 90 or more calendar days before the scheduled event, the renter will be given a full refund. If event is cancelled by renter 22-89 calendar days prior to the event, renter will be assessed a service charge of 50% of the total facility rental fee. For cancellations by renter 8-21 calendar days before the reservation date, there will be no refund of rental fees. For cancellations by renter within 7 days of the event, there will be no refund of rental fees <u>or</u> deposit. If City cancels event within 7 days due to negligence of the renter, no refund of the rental fees <u>or</u> deposit will be given. The City will not refund or transfer events due to weather.
	CLEAN-UP/DECORATIONS
<i>Initial</i>	All streamers, balloons, signage, and other decorations must be removed from the facility and properly disposed of immediately after the event. All trash should be placed in trash receptacles or hauled off by renter for proper disposal. If these items are not removed, clean-up fees will be withheld from deposit. For large events, renter may be required to contact the Solid Waste Department at (209) 456-8440 to arrange for additional trash receptacles.
	DAMAGES
<i>Initial</i>	Renter agrees to reimburse the City for all costs incurred to repair damages (including, but not limited to: facility, turf, furnishings, fixtures, grounds, and/or additional cleaning required outside the normal scope for said facility) that occurred in connection with the renter's event and was caused by the renter, sponsoring organization(s), and/or attendees. Reimbursement for expenses above the amount of the paid deposit will be invoiced to the renter. In addition to the policies and procedures listed here, all functions conducted on/in City parks must abide by the Manteca Municipal Code Title 12.12: Parks and Recreation Facility Use.
	FEES/DEPOSITS
<i>Initial</i>	All fees and deposits must be paid at the time application is submitted. Deposits will be refunded to the credit card used for the payment or mailed to the address indicated on the application approximately two weeks after the date of the reservation if the facility is left in satisfactory condition and the hours of use do not exceed that in the rental application. Failure to comply with the conditions as established in this permit may result in forfeiture of the deposit, and any cancellation of the event less than seven days prior to the scheduled event will result in forfeiture of the initial deposit and rental fees. Additional deposits may be required for specific requests including bounce houses, stages, portable toilets, concessions, or other items that may cause turf or facility impact. These deposits will be determined based on application use and must be paid prior to permit approval. All required information for permit approval must be properly submitted no less than one week prior to event or event may be cancelled.
	INSURANCE
<i>Initial</i>	Insurance is required at the renter's expense for all events, with the exception of picnic rentals that have fewer than 50 people in attendance. Insurance is due 30 days prior to the event, or at the time of reservation if less than 30 days before the event. Failure to provide required insurance certificates/endorsements will result in cancellation of the reservation and forfeiture of rental fees. Insurance policy requirements and minimum limitations are on the back of this application.
	LIVE ANIMALS
<i>Initial</i>	No person shall lead or let loose animals of any kind in a City park. Dogs are permitted subject to regulations as described in MMC Title 6.08, which requires all dogs to be properly licensed and maintained on a leash while in public. Owners are responsible for picking up after their animals when on/in parks, parkways, trails, or other public areas.
	PICNIC/RESTROOM CLEANLINESS
<i>Initial</i>	Parks staff will take reasonable steps to ensure rented areas and restroom facilities are cleaned and stocked each morning. However, since the areas are open to the public, there is no guarantee of cleanliness at the time of your reservation. Rental fees will not be refunded based on the condition of the rented areas or restroom facilities at the time of your reservation.
	SECURITY
<i>Initial</i>	Events expecting over 100 people may require security at the discretion of the Manteca Police Chief or his/her designee. Generally, one security guard will be required for every 100 people in attendance at the event. Security must be arranged by a City-approved security company and proof of receipt must be submitted before permit is approved.
	SITE PLAN
<i>Initial</i>	A detailed, legible site plan (to scale, 1/8"-1' preferred) must be attached to this application for groups of 250+ or specialized events. Please show specific location of the following: beverage concessions, food concessions, food preparation, portable toilet facilities, first-aid facilities, tables/chairs, fencing, barriers, and/or barricades, generators, tents/canopies, booths, exhibits, displays, signage, scaffolding, bleachers, platforms/stages, vehicles and/or trailers, trash containers/dumpsters, parking sites, exit openings/pathways, and other related event components not covered above. Additions, modifications, or deletions may be required upon review. Final plan must be approved by the Parks and Recreation Director or his/her designee.
	VEHICULAR ACCESS
<i>Initial</i>	Operation of gasoline or other fuel-powered vehicles in any City park is <u>prohibited</u> , except persons with special permission for delivery of supplies/equipment, authorized City-operated vehicles, or those with permission for special events. All vehicles after delivery of supplies or equipment shall then be removed and parked in proper parking areas.

I have read and understand the policies and procedures set forth by the City of Manteca Parks and Recreation Department._____
(Renter's Signature)_____
(Date)

FACILITY RENTAL/ PARK USE FEE SCHEDULE

Picnic Area/Structure Rentals				
Facility	Manteca Resident Fees		Non-Resident Fees	
	Full Day	5 hours	Full Day	5 hours
Northgate Picnic Shelter-Full Area	\$ 80.00	\$ 50.00	\$ 150.00	\$ 100.00
Northgate Picnic Shelter-Half Area	\$ 60.00	\$ 40.00	\$ 90.00	\$ 65.00
Lincoln Picnic Shelter-Full Area	\$ 60.00	\$ 40.00	\$ 90.00	\$ 65.00
Woodward Picnic Shelter-Full Area	\$ 70.00	\$ 50.00	\$ 100.00	\$ 75.00
Woodward Picnic Shelter-Half Area	\$ 40.00	\$ 30.00	\$ 60.00	\$ 45.00
Library Park-Gazebo	\$ 60.00	\$ 40.00	\$ 90.00	\$ 65.00
Cleaning/Security/Damage Deposit	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00

Park Use Permit (Daily rates)			
Group Size	Manteca Resident	Non-Resident	Initial Deposit Required*
Up to 50 people	\$ 10.00	\$ 10.00	\$ 50.00
51-100 people	\$ 10.00	\$ 10.00	\$ 100.00
101-300 people	\$ 10.00	\$ 10.00	\$ 250.00
301-1,000 people	\$ 10.00	\$ 10.00	\$ 500.00
1,001+ people	\$ 10.00	\$ 10.00	\$ 500.00 for first 1,000 people; additional \$200 per increment of 500 people

*Additional deposits may be required for items that may impact turf/facility maintenance, (i.e. bounce houses, stages, concessions, etc.).

Lincoln Pool (2 hour minimum; Insurance Required)				
Group Size	Manteca Resident Fees		Non-Resident Fees	
	2-Hour	Per Additional Hour	2-Hour	Per Additional Hour
Up to 50 people	\$ 120.00	\$ 60.00	\$ 145.00	\$ 60.00
51-100 people	\$ 150.00	\$ 60.00	\$ 180.00	\$ 60.00
Cleaning/Security/Damage Deposit	\$ 50.00		\$ 50.00	

Department Meeting Room (Insurance Required)			
Group Type	2-Hour	Per Additional Hour	Full Day
Manteca based non-profit	\$ 5.00	\$ 5.00	\$ 25.00
Non-Manteca-based non-profit	\$ 15.00	\$ 10.00	\$ 75.00
Private Rental	\$ 25.00	\$ 12.00	\$ 100.00

Sports Field Rentals (Insurance Required)				
Facility	Manteca Resident Fees		Non-Resident Fees	
	Hourly Rate without Lights	Hourly Rate with Lights	Hourly Rate without Lights	Hourly Rate with Lights
Northgate Softball Complex (per field, non-tournament)*	\$ 10.00	\$ 20.00	\$ 20.00	\$ 40.00
Lincoln/Morezone Park Ballfields (non-tournament)*	\$ 10.00	\$ 20.00	\$ 20.00	\$ 40.00
Soccer Fields (tournament and non-tournament)*	\$ 10.00	\$ 20.00	\$ 20.00	\$ 40.00

*Some facilities may require an additional facility supervisor fee of \$15-\$30/hour. (\$15/hour part-time employee or \$30/hour full-time employee, depending on availability); 2-field minimum required at Northgate Softball Complex; Field is defined as two teams competing or practicing, not by size.

Non-Tournament deposits: \$75 holding deposit plus \$150 cleaning/security/damage deposit

GENERAL INFORMATION

City parks shall be made available for the exclusive use of persons and groups subject to issuance of a permit according to Section 12.12 of the Manteca Municipal Code and the City of Manteca Use of City Facilities Policy.

FACILITY RENTAL PERMIT

Facility rental permit is required for reservation of a City-defined space with a designated rental fee. Areas include Picnic Shelters, Library Park Gazebo, Lincoln Pool, and Sports Fields. Reservations may be made with a minimum of 48 hours notice. For weekend rentals, no reservations will be accepted after 5:00 pm on the preceding Wednesday before the requested date unless special arrangements can be made.

PARK USE PERMIT

A park use permit is required for reservation for exclusive use of City park areas that have not been defined as a City Facility Rental area with designated fee. Applications for park use permits should be filed at least 21 days prior but no more than one year prior to the proposed date of park use. All required information for permit approval must be properly submitted at least one week prior to event or event may be cancelled. Renter has exclusive use only of the area that has been reserved. The remainder of the park is still open to the public and renter may not ask other patrons to leave. **A permit may be denied on the grounds that the applicant has previously had a park permit revoked by the City or by another jurisdiction for violation of facility use permit conditions.** Commercial or mobile recreation equipment, commercial or non-profit vendors, and other items (including portable restrooms) will require prior approval, additional permits, associated fees, and appropriate insurance. No waterslides/water bounce houses allowed. Reservation is rain or shine.

PARK AND FACILITY HOURS

Facilities are available for reservation and park use between the hours of 6:00 am and 11:00 pm per the Manteca Municipal Code; however, restrictions may be placed on park use (including reservations) to the hours between dawn and dusk.

INSURANCE REQUIREMENTS

Minimum Limits of Insurance: The group organization using city facilities shall maintain limits no less than:

General Liability

- General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms:
"The City of Manteca, its officers, officials, employees, agents, and volunteers."

Automobile Liability

If vehicles are brought onto park facilities, the group or organization using city facilities shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
"The City of Manteca, its officers, officials, employees, agents, and volunteers."

Other Insurance Liability

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents, and volunteers are to be covered as insured's as respect to: liability arising out of the activities performed by or on behalf of the Insured (applicant); products and completed operations of the applicant; premises owned, occupied or used by the applicant; or automobiles owned, leased, hired or borrowed by the applicant. The coverage shall contain no special limitations on the scope of protection afforded the City, its officers, officials, employees, agents, or volunteers.
2. For any claims related to this event, the applicant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers, shall be excess of the applicant's insurance and shall not contribute with it.
3. The applicant's insurance 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.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

Applicant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before the date of the event. As an alternative to the City's forms, the applicant's insurer may provide complete, certified copies of all required insurance policies including endorsements effecting coverage required by these specifications.

Exception

A certificate of insurance is NOT required for picnic events of less than 50 individuals. A picnic for these purposes includes only food and drink.

EXHIBIT “D”

STANDARD DISTRICT FORM

DISTRICT FACILITIES FORM IS NOW ONLY OFFERED ONLINE

<https://musd.civicpermits.com>Manteca USD
Online Facility Use Permits

My Permits Insurance Policies Calendar Reports Settings

Quick Find: Permit or Invoice #

GO

New Permit Request

Venue Information

Activity

Location Requested

August Knodt Elementary School

Facilities Requested

You have not added any facilities yet. Click *Add Facility* and select the facilities that you would like to reserve, along with the dates and times of your events.

Add Facility

Permit Questions

What is the activity? Describe in detail the purpose and agenda.

Will there be an attendance charge at your event?

Select an option

Will the event be open to the public?

Select an option

What is the expected attendance?

Will you hire outside vendors to provide service during the scheduled activity? Describe in detail.

Will items be offered for sale at the event?

Select an option

If food is being sold or served. Please explain:

Will you be using electricity?

Select an option ☐ I agree to the facility use terms and conditions.

Minimum of 20 working days to process a permit.

Please only request a maximum of 30 Calendar days per permit request. (Any permit requests that span more than 30 days will be denied)

No use approved during Holidays, breaks, and hard shut down days during the summer.

In order to comply with city regulations and to be leaders in the community for water conservation, we are not permitting ANY CARWASHES.

Additional Forms

1. MUSD Insurance Requirements
2. Fee Schedule 2015
3. Facility Use Applicant Handbook
4. 1330 Board Policy Use of School Facilities
5. 1330 Administration Regulation Use of School Facilities

EXHIBIT “E”

CITY’S SPECIALIZED EQUIPMENT FORM

- Ball Field Lighting System
- Public Announcement System
- Kitchen Equipment
- Projection Equipment
- Chair Lift within Public Pool Area

EXHIBIT “F”

DISTRICT’S SPECIALIZED EQUIPMENT FORM

- Electronic Scoreboards
- Public Announcement System
- Kitchen Equipment
- Projection Equipment
- Chair Lift within Public Pool Area
- AED Equipment

Exhibit "G"



MANTECA POLICE DEPARTMENT
OUTSIDE SERVICE REQUEST



ORGANIZATION	ORGANIZATION REQUESTING SERVICE					
	ORGANIZATION MAILING ADDRESS					
ORGANIZATION TELEPHONE () -				ORGANIZATION FAX () -		
REPRESENTATIVE	REPRESENTATIVE MAKING REQUEST					
	POSITION WITHIN ORGANIZATION				WORK PHONE () -	
	HOME PHONE () -				CELL / OTHER PHONE () -	
EVENT	ADDRESS OF EVENT					
	PURPOSE OF EVENT					
	DATE(S) OF EVENT: FROM TO				HOURS OF EVENT FROM TO	
	NUMBER OF GUEST ATTENDING		NUMBER AND TYPE OF PERSONNEL REQUIRED		ADDITIONAL VEHICLES NEEDED	

THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING CONDITIONS:

- ◆ Personnel from the Manteca Police Department are assigned to perform services in the capacity of on-duty police officers and are assigned for no other purpose, and shall at all times be subject to the supervision and control of the Manteca Police Department.
- ◆ The organization listed above will be charged by the City of Manteca for services at the rate pay for the request:

Service Requested	# Requested
Sergeant	
School Resource Officer/Officer	

- ◆ There is a 3 hour minimum for each officer assigned to the event.
- ◆ The organization is required to pay the preparation and travel time to and from the location. This time will be added to the time spent at the requested event, but may be part of the 3 hour minimum.

In the event of a cancellation, if the Manteca Police Department is not notified at least 24 hours in advance, the requesting will be billed for the minimum 3 hours for each officer requested and scheduled.

- The organization further agrees to hold the City of Manteca, its City Council and all Officers, agents and employees of said city, free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by the use of such services, except that any injury to personnel of the Manteca Police Department incurred while performing such services shall be covered by the City's Compensation Insurance Carrier.

The organization understands that their estimate will be prepared based on the information provided to the Police Department regarding number of attendees, planned times, and type of event. The organization understands that staffing and length of time needed to cover this event may change and may effect the estimate.

PRINT NAME	SIGNATURE	DATE / /
------------	-----------	-------------