

AGREEMENT BETWEEN THE
OAK PARK UNIFIED SCHOOL DISTRICT
AND THE
RANCHO SIMI RECREATION AND PARK DISTRICT
FOR USE OF FACILITIES

Term March 1, 2014 to February 28, 2017

This agreement is made and entered into the date hereinafter set forth by and between the OAK PARK UNIFIED SCHOOL DISTRICT, hereinafter referred to as "School District" and the RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter referred to as "Park District."

WHEREAS, each school in the Oak Park Unified School District is designated as a community center; and

WHEREAS, the citizens of Oak Park are dedicated to the integration of community activities; and

WHEREAS, the master plan for the Oak Park community emphasizes the shared use of school and park facilities by their location, and

WHEREAS, the California Education Code and California Public Resources Code provide for cooperative use of School District and Park District facilities, and it has been a long standing policy of the Park District to make its facilities available for school use and to use School District facilities for park use, when such use can be of benefit to residents of the entities involved; and

WHEREAS, the Board of Education of the Oak Park Unified School District and the Board of Directors of the Rancho Simi Recreation and Park District have determined that it would be in the public interest to enter into an agreement for cooperative use of facilities owned by them;

NOW, **THEREFORE**, in consideration of the covenants, conditions, provisions, agreements, obligations assumed, and the other considerations contained herein, the parties hereto agree as follows:

1. Use of Park District Facilities: The Park District hereby grants to the School District a non exclusive permit to use the buildings, grounds, and facilities of the Park District for programs and activities of the School District, so long as such activities do not interfere with or adversely affect programs and activities sponsored by the Park District. Exceptions to this provision may be made in order to provide exclusive use of selected areas of Park District facilities on a case-by-case basis subject to the approval of the Park District Manager or appropriate designee.

2. Use of School District Facilities: The School District hereby grants to the Park District a non exclusive permit to use the buildings, grounds, and facilities of the School District for programs and activities of the Park District, so long as such activities do not interfere with or adversely affect programs and activities sponsored by the School District. Exceptions to this provision may be made in order to provide exclusive use of selected areas of School District facilities on a case-by-case basis subject to the approval of the School District Superintendent or appropriate designee.

3. Compliance: The School District agrees to comply with all Policies, Procedures, Rules and Regulations applicable to the use of buildings, grounds, and facilities owned by the Park District. Conversely the Park District agrees to comply with all Policies, Procedures, Rules and Regulations applicable to the use of buildings, grounds and facilities owned by the School District. This provision will also apply to all groups and organizations whose use of facilities is sponsored by either entity.

4. Scheduling of Use: The School District and Park District shall each designate an individual who shall be responsible for coordination of the scheduling of use of facilities under this agreement. All requests for use of School District facilities shall be routed through the Park District representative to the School District representative for consideration and scheduling. Similarly, all requests for use of Park District facilities shall be routed through the School District representative to the Park District representative for consideration and scheduling. All such requests for use of facilities shall be processed as promptly as this can reasonably be accomplished. When a use of facilities by one agency has been approved by the other agency, that use shall not be canceled or modified except when the agency owning such facilities determines that such cancellation or modification is in the best interest of its programs and activities.

5. Charges for Use: The using District shall compensate the owner District for direct costs incurred by the owner District resulting from or associated with the use of buildings, grounds and facilities under this agreement, such as the costs of utilities and expendable supplies resulting from such use and the costs of personnel for custodial care, maintenance, and supervision of use resulting from use by the using District. A one-time charge may be made for processing a request for use of facilities. When such use involves the payment of fees or other charges by participants in programs for which the facilities will be used, the owner District shall be entitled to establish

appropriate use fees. If the owner District establishes such use fees, it shall so advise the using District of those use fees sufficiently far in advance of the proposed use to enable the using District to determine whether or not to proceed with the program involved prior to the time it would be necessary to advertise or promote the program. At such times as shall be convenient to either party, but no less frequently than the last day of June and December of each year, each District shall submit to the other District a statement of charges incurred as a result of use of facilities under this agreement. The charges incurred by each District shall be payable to the other District within a period of sixty (60) days following the period for which such charges were incurred. As an alternative to the assessment of fees between the two parties, either District may compensate the other through the reciprocal use of its facilities in lieu of fee payment. This alternative shall be affected in an equitable manner and is subject to the approval of both parties.

6. Supervision and Control of Use: The supervision and control of Park District programs and activities on school grounds, buildings, and facilities under this agreement shall be the responsibility of the Park District. The supervision and control of School District programs and activities on park grounds, buildings, and facilities under this agreement shall be the responsibility of the School District. All use of buildings, grounds, and facilities under this agreement shall be supervised by the District using same through the services of responsible individuals who shall be familiar with the programs of the parties and the arrangements which have been made by the parties for the use of such buildings, grounds, and facilities. It is specifically understood that it may be necessary for either District to provide personnel to supervise the use by the other District of buildings, grounds, or facilities under this agreement. If the owner District determines that it will be necessary for it to supervise the use by the other District of buildings, grounds, or facilities under this agreement, the owner District shall so advise the using District at the time the owner District grants the using District permission to use its buildings, grounds, or facilities. At that time the owner District shall also advise the using District of the charges which will be made by the owner District for such supervision of use. Each District may also elect to monitor use by the other District under this agreement to insure that such use shall be consistent with this agreement and the public interest. During all use under this agreement, the using District and all individuals engaged in its programs and activities shall respect and

comply with the rules and regulations of the owning District and the reasonable directions and requests of the owning District's representatives.

7. Care and Repair of Property: The School District and the Park District, and their employees, agents, and representatives shall exercise appropriate care in the use of all buildings, grounds, and facilities under this agreement. Further, during such times as buildings, grounds, and facilities are being used under this agreement; the using District shall endeavor to restrain persons not affiliated with the using District from committing any waste or damage to the property so used and to buildings, grounds, and facilities in proximity to those actually being used. In the event buildings, grounds, or facilities are damaged or destroyed during use under this agreement, the using District shall immediately reimburse the owner District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. As an alternative to reimbursement, the using District may, if this is acceptable to the owner District in the specific instance involved, actually repair the damage resulting from such use to the satisfaction of the owner District. The using District shall not be responsible to the owner District for reasonable wear and tear resulting from such use.

8. Modification of Property: Neither District shall modify or alter in any way the buildings, grounds, or facilities of the other District without the specific written authorization of the owner District. The using District may, with owner District approval, place on the buildings, grounds, and facilities of the owner District such reasonable and temporary decorations and displays as may be appropriate to such use. All such decorations and displays shall be placed in such a manner that their use shall not result in damage or detriment to the property of the owner District. All such decorations and displays shall be removed promptly after completion of the use for which they were intended.

9. Expendable Equipment and Supplies: Each District shall supply and furnish such expendable equipment and supplies as shall be necessary to conduct its programs and activities. It is specifically understood that this agreement shall not extend to the use of expendable equipment and supplies.

10. Non-Liability for Loss/Insurance: This agreement is made upon the express condition that the District permitting the use of its buildings, grounds, and facilities by the other District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the use of

such buildings, grounds, and facilities by the other District. The using District hereby assumes all risk of damage to persons and property in or upon the buildings, grounds, and facilities which are the subject of this agreement during such time as said buildings, grounds, and facilities shall be used under this agreement, from any cause or source whatsoever, and the using District, and all others using said buildings, grounds, and facilities under this agreement hereby waive any and all claims against the owner District for damage to persons or property in, on, or about said buildings, grounds, and facilities. The using District shall hold the owner District harmless from any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, or action brought for injury to persons or damage to property resulting from or associated with the use of said buildings, grounds, and facilities under this agreement. Further, the using District shall save and hold harmless the owner District from any and all orders, judgments, and decrees, which may be entered in such suits or actions. In order to protect each other from liability and loss in this regard, the parties shall each secure, carry, and maintain at all times during the term of this agreement, at their sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of both Districts. Said insurance shall be in the principal amount of not less than one million dollars (\$1,000,000.00) combined single limits, as to injury to persons and/or damage to property for a single occurrence. Each District shall provide to the other District evidence of required insurance in the form of a "Certificate of Insurance" which shall provide that the other District shall be notified at least forty-five (45) days in advance of termination or cancellation of said insurance. In addition, each District shall provide to the other District a "Policy Endorsement Form" naming the other District as an additional insured.

11. Notices: All notices to be given under this agreement shall be in writing and shall be effective either upon personal delivery or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served forty-eight (48) hours after being deposited in the United States mail and issuance of a registered or certified mail receipt. Notice shall be delivered or mailed to the principal office of each District.

12. Oak Park High School Tennis Courts The tennis courts located on the Oak Park High School campus serve both an important school purpose and an important public recreation purpose. These provisions are

meant to prevent any conflict in use for these purposes, and also indicate specific maintenance and other responsibilities with regard specifically to the tennis courts. The following table lists regularly scheduled approved school use of the high school tennis courts. Additional school uses may be scheduled, as stated below. The tennis courts shall be available for public recreational purposes at all other times, as determined by the Park District. When all or some of the tennis courts are not being used by the School District in accordance with this schedule, they shall be available for public recreational purposes, as provided by the Park District. The “Dates” below are based upon the start and end dates of the regular school year, and will therefore vary slightly from year to year. Each year the School District will provide to the Park District the actual school year start and end dates, so that both agencies can adjust accordingly.

<i>Dates</i>	<i>Time</i>	<i>Days of Week</i>	<i>Number of Courts</i>	<i>User</i>
<i>August 20 – June 15</i> <i>August 11-June 1</i> <i>(2016-2017 School Year)</i>	<i>1:30 pm – 6:30 pm</i>	<i>Weekdays</i>	<i>All Courts</i>	<i>School</i>
<i>June 16 – July 26</i> <i>June 1 – July 16</i> <i>(2016-2017 School Year)</i>	<i>3:30 pm – 6:30 pm</i>	<i>Weekdays</i>	<i>All Courts</i>	<i>School</i>
<i>Year-round</i>	<i>6:30 pm – 9:00 pm</i>	<i>Weekdays</i>	<i>One Court</i>	<i>School</i>
<i>Year-round</i>	<i>9:00 am – 6:00 pm</i>	<i>Saturday & Sunday</i>	<i>One Court</i>	<i>School</i>

- a. The school use times indicated above may include coaching by the School District’s tennis coaches, however, the age of the kids being coached must be between 13 – 19 years old. If those being coached are under or over these ages, the use will not be considered a school use and instead be considered private lessons. Unless approved by the Park District in writing, private lessons during public recreational use of the tennis courts are prohibited. Any person violating this restriction may be warned and/or cited by the Park District’s Park Rangers.

- b. During the times that the School District is using only one court it shall make best efforts to use court number 1 to help provide predictability to recreational tennis players.
- c. A schedule showing the School District's scheduled uses shall be posted in a visible location at the tennis courts, so that the public may readily determine when the tennis courts are available.
- d. All or some of the tennis courts may also be needed at other special times, for school sponsored make-up games, tournaments, or other required California Interscholastic Federation (CIF) needs. The School District will make reasonable effort to notify the Park District of these special uses 30 days prior to the special use so and the Park District will make reasonable effort to reschedule any program that may be in conflict with the School District's special use. School fund raising tournaments are expected to occur 2-3 times per year and will likely occur on a Friday from 4 pm – 8 pm, and on a Saturday and Sunday from 10 am – 5 pm.
- e. The School District and its tennis coaches will make best efforts to end practices and instruction based upon the times stated in the table above, and would definitely stop immediately if there was a public need for the courts. If no such immediate public need exists, School District and School District tennis coach use will be completed within 15 – 20 minutes of the stated time frames.
- f. RSRPD reserves the right to charge appropriate fees for use of the courts by non-school groups and/or individuals. Such fees shall be used either in whole or in part to offset the costs of utilities and ongoing maintenance of the facility. RSRPD shall be responsible for all costs of electrical service to the facility (subject to an offset for electricity costs associated with lighting any or all tennis courts used by the School), lamp replacement and electrical repairs to the facility. RSRPD shall wash all tennis courts once per month and replace tennis court nets and center straps as necessary. OPUSD shall blow off courts as necessary, spot clean spills and empty trash containers as necessary. Large-

scale maintenance projects such as court resurfacing, painting, and repair/replacement of windscreens, fencing, or other fixtures shall be funded jointly by RSRPD and OPUSD on an equal basis.

- g. Due to the composition of the court surfaces, and in an effort to avoid excessive maintenance costs, “high-impact” activities such as roller hockey and the use of remote controlled vehicles are prohibited within the fenced court area. Both OPUSD and RSRPD shall make every effort to enforce this restriction.

13. Term of Agreement: This revised agreement shall commence as of March 1, 2014, and continue thereafter for a term of three (3) years to and including February 28, 2017. This agreement may, however, be terminated by either party hereto upon the giving of ninety (90) days written notice to the other party of its intention to terminate this agreement. Such termination shall be effective upon the expiration of said ninety (90) days.

Dated: _____

OAK PARK UNIFIED SCHOOL DISTRICT

Anthony W. Knight, Superintendent

Dated: _____

RANCHO SIMI RECREATION & PARK DISTRICT

Larry Peterson, District Manager