



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1h

Meeting Date: April 7, 2022

Subject: Approve Memorandum of Understanding Between the City of Sacramento and Sacramento City Unified School District for the Joint Use of Susan B. Anthony Field as a Park During Non-School Hours

- ☐ Information Item Only
- ☒ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☐ Action
- ☐ Public Hearing

Division: Facility Support Services

Recommendation: Approve the 5-year Memorandum of Understanding (MOU) Between the City of Sacramento and Sacramento City Unified School District (SCUSD) for the Joint Use of Susan B. Anthony Field as a Park During Non-School Hours.

Background/Rationale: This MOU is an extension of the 6-month pilot MOU the Board approved in September 2021. It would allow for the community use of the Susan B. Anthony field as a neighborhood park during non-school hours of operation.

The addition of one statement in the recitals, and the change in the term length

Financial Considerations: The City will contribute \$1500 to the District monthly to ensure the Park is properly secured and cleaned before the start of school.

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

- 1) Redlined version of the MOU illustrating the minor changes between the 6-month pilot MOU and the 5-year MOU.
- 2) Final version of the 5-year MOU for Board approval.

Estimated Time of Presentation: NA

Submitted by: Rose Ramos, Chief Business Officer
Nathaniel Browning, Director of Facilities

Approved by: Jorge A. Aguilar, Superintendent

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SACRAMENTO
AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE JOINT USE OF
SUSAN B. ANTHONY FIELD AS A PARK DURING NON-SCHOOL HOURS**

THIS USE AGREEMENT (“Agreement”) is made and entered into as of _____ (“Effective Date”), by and between the Sacramento City Unified School District, a political subdivision of the State of California (“District”), and the City of Sacramento, a municipal corporation (“City”). District and City are sometimes hereinafter referred to collectively as the “Parties” or each individually as a “Party.”

WHEREAS, Chapter 10 of Part 7 of the California Education Code (“Community Recreation Programs Law”) authorizes school districts and cities to organize, promote, and conduct programs of community recreation that will contribute to the attainment of general educational and recreational objectives for children and adults of the state;

WHEREAS, pursuant to Education Code section 38131, District may grant the use of school facilities as a civic center for uses including educational and recreational uses;

WHEREAS pursuant to Education Code section 38133, the management, direction, and control of school facilities are vested in the District’s governing Board (“Board”), who may provide for the use of school facilities as a civic center where uses are consistent with school purposes and do not interfere with the regular conduct of schoolwork;

WHEREAS, District is the owner of the Susan B. Anthony Elementary School site located at 7864 Detroit Boulevard, Sacramento, CA 95832, in the County of Sacramento (“Site”);

WHEREAS, City desires to use a portion of the Site consisting of athletic fields and recreation areas, including tennis courts, all as more particularly depicted in the attached Exhibit “A” attached hereto and incorporated by this reference (the “Premises”), for the purpose of providing recreational facilities for unstructured community use and enjoyment;

WHEREAS, District and City previously had a joint-use agreement for the Site between the years of 1979 and 1993. District and City seek to continue that joint-use partnership of the Premises to provide recreational opportunities to the community; and

WHEREAS, District and City entered into a five-month pilot joint-use agreement from November 1, 2021 to March 31, 2022, and both parties wish to continue the joint-use partnership; and

WHEREAS, City will need a right of entry onto the Site to carry out the purposes of this Agreement.

NOW, THEREFORE, DISTRICT AND CITY HEREBY MUTUALLY AGREE AS FOLLOWS:

ARTICLE I

License

1.1 Grant of License. In consideration of the License Fee and other terms of this Agreement, District agrees to grant City (including its employees and agents) a revocable license ("License") to use the Premises for the sole purpose of providing recreational opportunities and general community use and enjoyment ("Approved Use") during non-school hours of 4:30pm p.m. to 6:30 a.m. Monday through Friday and all day on Saturdays, Sundays, and school holidays. This timeframe will accommodate all school site programming, including extended day activities. District may alter the accessible timeframe, within reason, at any time through written notification to the City in order to accommodate District operations. District will continue to have rights to Premises for school related functions during the non-school hours noted above. The rights granted to and the obligations imposed on the City herein shall extend to the City's officers, agents, employees, volunteers, invitees, and independent contractors. All use by outside users must follow District policies and practices regarding Community Facility Use Permits. The License granted hereunder does not provide City with the right to allow outside organizations or groups to use the Premises. All requests for City use of Premises, beyond the purpose of providing recreational facilities for unstructured community use and enjoyment, shall submit District Facility Use Permit forms for District approval.

1.2 Physical Extent of Right to Enter. The License granted hereunder with respect to carrying out the Approved Use shall extend to the Premises. The License includes City's (and its employees' and agents') non-exclusive right of pedestrian ingress to and egress from the Premises. Such rights shall not extend to any school buildings, restroom facilities, or parking lots. District shall have no liability for damages related to motor vehicles parked on city streets. City shall comply with all applicable laws with respect to its access and use of the Premises and the Site. Site staff shall be responsible for ensuring community access to the Premises during the non-school hours, as outlined above. City and District staff shall not provide any facility or gate keys to community member at any time in order to ensure student and site safety.

The License granted herein shall be limited to City's rights set forth in this Section 1.2, including the right to use the Premises and for ingress and egress thereto and therefrom. Except as otherwise expressly authorized by this Agreement, City shall have no right to access or use the portions of the Site that are not included Premises (the "Remainder Portion"). City acknowledges that the Remainder Portion is not currently suitable for City's use, that such entry is not authorized by this License, and that if City, its employees, agents, representatives, or invitees, enter the Remainder Portion, they will be trespassing on District property and they do so at their own risk. District shall not be liable for any damages to person or property resulting from said parties' unauthorized access to or use of the Remainder Portion.

1.3 Permitted Use/ City's Responsibilities. City shall use the Premises solely for the Approved Use, and City shall be responsible for all costs and services relating thereto, above and beyond general maintenance of the Premises, which shall be governed by Section 2.7. City shall be solely responsible for providing all equipment and furnishings for the Approved Use, if any, subject to the terms of this Agreement.

1.4 License Fee. Commencing upon the Commencement Date, City agrees to pay, and District agrees to accept as a license fee for the use of the Premises, the sum of One Dollar

(\$1.00) per year for the term of the License, which shall be paid by City on the first day of the term of the License, and on the annual anniversary of said date throughout the remainder of the term.

1.5 Damage to Premises. District and City shall conduct a joint site visit following the execution of the agreement to inspect the Premises. All damage to the Premises thereafter shall be the responsibility of the City. The City shall reimburse the District for any costs associated with addressing such damages, beyond general maintenance.

1.6 Term, Termination and Revocation of the License.

(a) The term of this Agreement and the License shall commence on April 8, 2022, 2021 (“Commencement Date”), and shall be for a five (5) year term~~continue until March 31, 2022 (“Term”).~~ The Parties shall meet twice annually during the term~~quarterly between the commencement date and March 31, 2022—but shall not meet less than two times during the initial Term. The first meeting shall be no more than 30 days after this Agreement has been effectuated. The purpose of the meetings will be to review the initial partnership and address any areas of opportunity, before the Parties enter any potential future agreements following the termination of this Agreement.~~ If District and City agree in writing prior to the end of the Term, this Agreement may be renewed upon terms and conditions agreed to by the Parties. The License granted under this Agreement shall be deemed automatically revoked upon the expiration or earlier termination of this Agreement.

(b) This Agreement may be terminated by either Party at any time for cause. “Cause” shall consist of a breach of any material provision of this Agreement, and the failure of the breaching Party to cure the breach within fifteen (15) days of being notified of the breach (unless a different cure period is specifically required by the terms of this Agreement). Such a termination shall become effective immediately upon the expiration of the fifteen (15) day cure period, unless such cure is completed to the reasonable satisfaction of the non-breaching Party. If District terminates this Agreement for cause, then District may bring an action to recover from City any amount necessary to compensate District for all detriment caused by City’s failure to perform its obligations under this License. In the event of termination by District for cause, District shall be entitled to retain the entire amount of the License Fee paid pursuant to Section 1.4 hereof. District shall also have the right to terminate this Agreement at any time, without cause, by providing ninety (90) days’ advance written notice to the City.

(c) No later than the effective date of the expiration or earlier termination of this Agreement, the License shall terminate, and City shall cease to access and use the Premises and the affected portions of the Site, and City’s agents, officers, employees, volunteers, invitees, and independent contractors shall immediately vacate the Site. City shall leave the Premises in a clean condition, ordinary wear and tear excepted. City shall be responsible for the cost of any damage caused to the Premises and/or the affected portions of the Site as set forth herein.

(d) The remedies given to District in this Article or elsewhere in this Agreement shall not be exclusive but shall be in addition to all remedies now or hereafter available at law or in equity.

1.7 Liens and Claims. City shall promptly pay in full all costs associated with City's use of the Premises, and any equipment, furnishings, furniture, trade fixtures or other items for the Premises that City shall cause to be delivered to the Premises and shall timely pay in full all persons who perform labor for the City's use of the Premises. If any mechanics' or materialmen's liens or any other liens or claims for any work done or items furnished at City's request are filed against the Premises or the Site, City shall promptly remove the liens and claims at City's own expense. If City fails to remove the liens or claims and any judgment is entered thereon or thereunder, City shall pay that judgment. Should City fail, neglect, or refuse to remove any such liens or claims or to pay any judgment, District shall have the right to pay any amount required to release any such liens or claims, or to defend any actions brought on the liens or claims and to pay any judgment entered on the liens or claims, and City shall be liable to District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefor. District may record, post, and maintain upon the facilities a notice of non-responsibility. City shall not encumber by any security instrument, all or a part of City's interest under this License or Agreement without the prior written consent of District, and upon such terms and conditions as District may require.

ARTICLE II

Restrictions and Conditions

2.1 Use. City shall be solely responsible for the cost of carrying out the Approved Use, and paying for its total cost.

2.2 AS IS Condition. Except as set forth in this Agreement, District makes no representations of any kind as to the conditions of, on or under the Premises or Site. District and City will inspect the Premises and the Site once current construction is complete and takes the Premises and the Site in their "as is" condition. District has no responsibility to make any modifications to the Premises or Site that may be required to prepare the Premises or Site for City to carry out the Approved Use. City will be responsible to address any damage to the Premises and the Site above and beyond general maintenance needs. Furthermore, District makes no representations or warranties regarding the fitness or suitability of the Premises or Site for City's intended use of same.

2.3 City Conduct.

(a) City shall act in a professional manner and shall not do or permit anything to be done on the Premises which would obstruct or interfere with the rights of anyone on the Site, or that would injure or annoy them.

(b) City shall not obstruct access to or passage across the Site.

(c) City shall not use or permit the Site, the Premises, or any portion thereof to be improved, used or occupied in any manner or for any purpose that is in any way in violation of any applicable law, ordinance, policy, or regulation of any Federal, State, County, or Local Government agency, body or entity, including the Sacramento City Unified School District. This

includes no smoking or alcohol consumption in or on Site. City shall also not permit anything to be done in or about the Premises or the Site which will increase the existing rate of insurance upon the Premises or the Site, or cause the cancellation of any insurance policy covering the Premises or the Site, and City shall be responsible for paying any increase in insurance caused thereby.

(d) City, its agents, employees, invitees, volunteers and independent contractors shall observe and comply fully and faithfully with all rules and regulations (including all Board policies) (collectively, "Rules") adopted by District for the care, protection, cleanliness and operation and use of the Premises and the Site, including any modification or addition to such Rules adopted by District, provided District shall give written notice thereof to City.

2.4 Alterations and Furnishings. No structures, improvements, alterations or facilities (collectively, "Alterations") shall be placed, constructed, erected, altered, or made at the Premises or the Site without District's prior written approval. Title to equipment, furniture, furnishings, trade fixtures and other items placed by City upon the Premises, shall become the property of District.

2.5 Compliance With Laws.

(a) City shall, at City's own cost and expense, comply with all applicable statutes, ordinances, regulation, and requirements of all governmental entities, including federal, state, county or municipal, and whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Site or any portion thereof (including the Premises) for the Approved Use, City shall procure and maintain at its sole cost any such license, permit or other governmental authorization prior to the commencement of the Approved Use and throughout the term of this Agreement. City shall indemnify, and hold District and the Premises and the Site, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from City's failure to comply with and perform the requirements of this Section, except to the extent that any such liability is caused by District or any person or entity under its explicit direction or control. Upon request, City shall provide copies of all licenses which District may require to verify that City is in compliance with the requirements of this Section.

(b) In addition to complying with any other District policies applicable to use of District property, City shall, at City's own cost and expense, comply with all Rules and Regulations for Public Use of SCUSD Facilities as outlined on the second page of the District's Civic Permit Form attached hereto and incorporated herein as Exhibit "B". Additionally, City shall, at City's own cost and expense, take all steps and actions necessary or required to comply with all current and future orders, laws and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Health Officer and the State or the Federal Government) related to COVID-19 that are applicable to the City's use of the Premises. City, its employees, agents, representatives, or invitees shall comply with existing or future policies and practices adopted by the District related to preventing the spread of disease. This includes, without limitation, that the City agrees to practice the personal prevention measures pursuant to

the mitigation requirements of the SCUSD Return to Health plan found on the District website here: <https://returntogether.scusd.edu/return-health>.

2.6 Assessments, Fees, Charges, and Utilities. District shall be responsible to set up and pay for all utility services provided to the Premises, including, but not limited to, gas, electricity, heat, telephone, water, sewage, security, scavenger, and similar services used or consumed on the Premises. District shall not be liable in damages or otherwise for any interruption in the supply of any utility.

2.7 Maintenance; Repairs. District shall, at its own expense, keep the Premises in good repair and maintain them in a condition suitable for City's use. During City's use of the Premises, City shall maintain the Premises in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of District and in compliance with all applicable laws, and shall keep the Premises and the surrounding areas free and clear of rubbish and litter. City shall pay for any repairs to the Premises and the Site (more than ordinary wear and tear) arising from City's fault or the fault of any person or entity under its explicit direction or control within thirty (30) days of receipt from District of any invoice for the costs of the repairs.

The District shall invoice the City \$1,500 per month for the entire term of the Agreement in order to cover the costs associated with inspecting and ensuring the Premises is clean, safe, and ready to receive and educate students in compliance with federal, state, and local laws and guidelines, as well as the District's policies, guidelines, and practices.

2.8 Payments by District. Should City fail to pay any assessments, fees or other charges required to be paid by City, District may, without notice to or demand on City, pay, discharge, or adjust that assessment, bill, or other charge for the benefit of City. In that event, City shall promptly, on written demand of District, reimburse District for the full amount properly paid by District in paying, discharging, or adjusting that tax, assessment, bill or other charge, including but not limited to the cost of any late fees, penalties or other charges assessed and paid for by District resulting from City's untimely or incomplete payment.

2.9 Insurance.

(a) Coverage Required. Before the commencement of this Agreement and during the Term of this Agreement, City shall obtain and maintain, at its expense, with insurance companies acceptable to District, the following insurance policies covering the Premises and the Site:

(1) Commercial general liability insurance for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than \$1,000,000 combined single limit. Bodily injury shall not be less than \$1,000,000, combined single limit of \$1,000,000 per person and per accident. The policy shall provide coverage for broad form property damage not less than \$1,000,000 per loss. If the policy contains a General Aggregate, then the liability limit must be not less than \$2,000,000.

(2) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than \$1,000,000

combined single limit.

(b) Insurance Provisions.

(1) The policies described in Subsection (a) above shall: (i) name District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to District before the cancellation or reduction of coverage or amount of such policy.

(2) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to District prior to City's, its employees, volunteers and/or its independent contractors first entry onto the Site. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District's approval and shall carry a rating of A:X or higher, unless otherwise agreed to in advance by District, and insurance company shall be admitted and licensed in California to transact insurance coverage and issue policies.

(3) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair District's rights under this Agreement, or negate or decrease City's obligations under this Agreement.

(4) City agrees that if City does not take out and maintain such insurance as required by this Section, then District may (but shall not be required to) procure said insurance on City's behalf and charge City the premiums, together with a 10% handling charge, payable upon demand.

(c) Worker's Compensation Insurance and Employer's Liability Insurance. Before the commencement of the Term, City shall provide a certificate(s) of insurance and endorsements on forms acceptable to District with full worker's compensation insurance coverage for no less than the statutory limits, and employer's liability insurance coverage with limits not less than \$1,000,000 for all persons whom it employs or may employ under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. Such coverage shall remain in effect throughout the Term of this Agreement.

2.10 No Property Interest Created. The License and this Agreement do not create any interest for City in the Premises or the Site or any property owned or maintained by District, and is not coupled with any property interest or other interest. The License is personal to City and is not assignable without first obtaining District's consent, which consent may be withheld in District's sole discretion.

2.11 Safety. City shall be solely and completely responsible for conditions of the

Premises when in use by City, including safety of all persons and property. City, its agents, employees, invitees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Premises shall fully conform to all applicable State, local and Federal safety laws, rules, regulations, and orders.

2.12 Indemnity By City. Except to the extent caused by the gross negligence or willful misconduct of District or any person or entity under its explicit direction or control, City shall indemnify and hold District, its officers, agents, employees, members of its Board of Trustees and the property of District, including but not limited to the Premises and the Site, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from City's occupation and use of the Premises and Site, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

(a) The death or injury of any person, including any of City's employees, guests, invitees, or agents, from any cause whatsoever as a direct result of the City's use and/or occupancy of the Premises or Site while that person is in, on, or about the Premises or Site or in any way connected with the Premises or Site or with any of City's personal property on the Premises or Site;

(b) The death or injury of any person, including any of City's employees or agents, or by reason of the damage to or destruction of any property, including property owned by City or any person who is an employee or agent of City, caused or allegedly caused by either (1) any condition of the Premises or Site created by City or its employees or agents, or (2) any act or omission on the Premises or Site by City or any person in, on or about the Premises or Site with the permission and consent of City;

(c) The damage to or destruction of any property, including property owned by City or by any person who is an employee or agent of City, from any cause whatsoever as a direct result of the City's use and/or occupancy of the Premises or Site while that property is in, on or about the Premises or Site or in any way connected with the Premises or Site or with any of City's personal property on the Premises or Site;

(d) Any work performed on the Premises or Site or materials furnished to the Premises or Site at the instance or request of City or any person or entity acting for or on behalf of City; and

(e) City's failure to perform any provision of this License or to comply with any requirement of applicable law or any requirement imposed on City or the Premises by any duly authorized agency or political subdivision.

2.13 Entry by District. District reserves and shall at any and all reasonable times have the right to enter the Premises to inspect same, to determine whether City is complying with this Agreement, to supply any service to be provided by District to City hereunder, to use the Premises as desired by District, and to alter, improve, maintain or repair the Premises, in each case consistent with the terms of this Agreement. City waives any claim for damages for injury, inconvenience or interference with City's use, or any loss of occupancy or quiet enjoyment,

caused by such entry, except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person or entity under its explicit direction or control.

2.14 Limitation of Liability. District's officers, agents, employees, and members of its Board of Trustees shall not be personally liable in any manner or to any extent under or in connection with this Agreement. City and its successors and assigns hereby waive any and all such personal liability. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits in connection with this Agreement.

2.15 Surrender of Premises. On the last day of the term hereof, including any renewal term, or on sooner termination of this Agreement, City shall surrender to District the Premises and any then-existing improvements in good order, condition, and repair, reasonable wear and tear excepted, free and clear of all liens, claims, and encumbrances. Said condition shall be similar to that existing as of the Effective Date of this Agreement excepting normal wear and tear and any alterations or improvements approved by District subsequent to the Effective Date. City shall remove from the Premises all of City's personal property, trade fixtures, and any improvements made by City which City and District agree would be removed by City. All property not so removed shall be deemed abandoned by City. If the Premises are not so surrendered at the termination of this Agreement, City shall indemnify District against loss or liability resulting from delay by City in so surrendering the Premises.

ARTICLE III

General Terms and Provisions

3.1 Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.

3.2 Amendment of Agreement. No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both District and City.

3.3 Waiver. The failure by either Party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

3.4 Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement

upon providing written notice of such termination to the other Party.

3.5 Force Majeure. Neither Party shall be liable for its failure to fulfill any term or condition of this Agreement if such fulfillment has been delayed, hindered or prevented by any event of force majeure. For the purposes of this Agreement, the term "force majeure" shall be defined to mean strikes, lockouts, labor or industrial disputes, acts of nature, enemy or hostile government action, general emergency condition, civil commotion, fire, natural disaster, extreme weather conditions or other casualty or any other cause beyond the reasonable control of the Party.

3.6 Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

3.7 Property Taxes. Notwithstanding anything contained herein to the contrary, in the event that City's possession and use of the Premises under this Agreement is determined to create a "possessory interest" in said Premises in City and City may be subject to the assessment of property taxes based upon such a possessory interest, then City shall be solely responsible for the timely payment of any and all such property taxes levied on such interest, including any penalties and interest in connection therewith.

3.8 Independent Contractor. City is an independent contractor, not an officer, employee or agent of District.

3.9 Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing, duly addressed to the Parties below. By written notice in conformance herewith, either Party may change the address to which notices to said Party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given upon confirmed receipt, if sent by certified or registered mail, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice sent by any other manner shall be effective only upon actual receipt thereof.

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: _____

City:

City of Sacramento

Attn: _____

3.10 Signature In Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement.

3.11 Non-Discrimination. City expressly agrees that it will not discriminate in the employment of persons or in carrying out the Approved Use on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

3.12 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISTRICT:

CITY:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Exhibit “A”

DEPICTION OF PREMISES

[TO BE INSERTED FOLLOWING THIS PAGE]

DRAFT

Exhibit “B”

CIVIC PERMIT FORM

[TO BE INSERTED FOLLOWING THIS PAGE]

DRAFT

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SACRAMENTO
AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE JOINT USE OF
SUSAN B. ANTHONY FIELD AS A PARK DURING NON-SCHOOL HOURS**

THIS USE AGREEMENT (“Agreement”) is made and entered into as of _____ (“Effective Date”), by and between the Sacramento City Unified School District, a political subdivision of the State of California (“District”), and the City of Sacramento, a municipal corporation (“City”). District and City are sometimes hereinafter referred to collectively as the “Parties” or each individually as a “Party.”

WHEREAS, Chapter 10 of Part 7 of the California Education Code (“Community Recreation Programs Law”) authorizes school districts and cities to organize, promote, and conduct programs of community recreation that will contribute to the attainment of general educational and recreational objectives for children and adults of the state;

WHEREAS, pursuant to Education Code section 38131, District may grant the use of school facilities as a civic center for uses including educational and recreational uses;

WHEREAS pursuant to Education Code section 38133, the management, direction, and control of school facilities are vested in the District’s governing Board (“Board”), who may provide for the use of school facilities as a civic center where uses are consistent with school purposes and do not interfere with the regular conduct of schoolwork;

WHEREAS, District is the owner of the Susan B. Anthony Elementary School site located at 7864 Detroit Boulevard, Sacramento, CA 95832, in the County of Sacramento (“Site”);

WHEREAS, City desires to use a portion of the Site consisting of athletic fields and recreation areas, including tennis courts, all as more particularly depicted in the attached Exhibit “A” attached hereto and incorporated by this reference (the “Premises”), for the purpose of providing recreational facilities for unstructured community use and enjoyment;

WHEREAS, District and City previously had a joint-use agreement for the Site between the years of 1979 and 1993. District and City seek to continue that joint-use partnership of the Premises to provide recreational opportunities to the community; and

WHEREAS, District and City entered into a five-month pilot joint-use agreement from November 1, 2021 to March 31, 2022, and both parties wish to continue the joint-use partnership; and

WHEREAS, City will need a right of entry onto the Site to carry out the purposes of this Agreement.

NOW, THEREFORE, DISTRICT AND CITY HEREBY MUTUALLY AGREE AS FOLLOWS:

ARTICLE I

License

1.1 Grant of License. In consideration of the License Fee and other terms of this Agreement, District agrees to grant City (including its employees and agents) a revocable license (“License”) to use the Premises for the sole purpose of providing recreational opportunities and general community use and enjoyment (“Approved Use”) during non-school hours of 4:30pm p.m. to 6:30 a.m. Monday through Friday and all day on Saturdays, Sundays, and school holidays. This timeframe will accommodate all school site programming, including extended day activities. District may alter the accessible timeframe, within reason, at any time through written notification to the City in order to accommodate District operations. District will continue to have rights to Premises for school related functions during the non-school hours noted above. The rights granted to and the obligations imposed on the City herein shall extend to the City’s officers, agents, employees, volunteers, invitees, and independent contractors. All use by outside users must follow District policies and practices regarding Community Facility Use Permits. The License granted hereunder does not provide City with the right to allow outside organizations or groups to use the Premises. All requests for City use of Premises, beyond the purpose of providing recreational facilities for unstructured community use and enjoyment, shall submit District Facility Use Permit forms for District approval.

1.2 Physical Extent of Right to Enter. The License granted hereunder with respect to carrying out the Approved Use shall extend to the Premises. The License includes City’s (and its employees’ and agents’) non-exclusive right of pedestrian ingress to and egress from the Premises. Such rights shall not extend to any school buildings, restroom facilities, or parking lots. District shall have no liability for damages related to motor vehicles parked on city streets. City shall comply with all applicable laws with respect to its access and use of the Premises and the Site. Site staff shall be responsible for ensuring community access to the Premises during the non-school hours, as outlined above. City and District staff shall not provide any facility or gate keys to community member at any time in order to ensure student and site safety.

The License granted herein shall be limited to City’s rights set forth in this Section 1.2, including the right to use the Premises and for ingress and egress thereto and therefrom. Except as otherwise expressly authorized by this Agreement, City shall have no right to access or use the portions of the Site that are not included Premises (the “Remainder Portion”). City acknowledges that the Remainder Portion is not currently suitable for City’s use, that such entry is not authorized by this License, and that if City, its employees, agents, representatives, or invitees, enter the Remainder Portion, they will be trespassing on District property and they do so at their own risk. District shall not be liable for any damages to person or property resulting from said parties’ unauthorized access to or use of the Remainder Portion.

1.3 Permitted Use/ City’s Responsibilities. City shall use the Premises solely for the Approved Use, and City shall be responsible for all costs and services relating thereto, above and beyond general maintenance of the Premises, which shall be governed by Section 2.7. City shall be solely responsible for providing all equipment and furnishings for the Approved Use, if any, subject to the terms of this Agreement.

1.4 License Fee. Commencing upon the Commencement Date, City agrees to pay, and District agrees to accept as a license fee for the use of the Premises, the sum of One Dollar

(\$1.00) per year for the term of the License, which shall be paid by City on the first day of the term of the License, and on the annual anniversary of said date throughout the remainder of the term.

1.5 Damage to Premises. District and City shall conduct a joint site visit following the execution of the agreement to inspect the Premises. All damage to the Premises thereafter shall be the responsibility of the City. The City shall reimburse the District for any costs associated with addressing such damages, beyond general maintenance.

1.6 Term, Termination and Revocation of the License.

(a) The term of this Agreement and the License shall commence on April 8, 2022 (“Commencement Date”), and shall be for a five (5) year term. The Parties shall meet twice annually during the term to review and address any areas of opportunity. If District and City agree in writing prior to the end of the Term, this Agreement may be renewed upon terms and conditions agreed to by the Parties. The License granted under this Agreement shall be deemed automatically revoked upon the expiration or earlier termination of this Agreement.

(b) This Agreement may be terminated by either Party at any time for cause. “Cause” shall consist of a breach of any material provision of this Agreement, and the failure of the breaching Party to cure the breach within fifteen (15) days of being notified of the breach (unless a different cure period is specifically required by the terms of this Agreement). Such a termination shall become effective immediately upon the expiration of the fifteen (15) day cure period, unless such cure is completed to the reasonable satisfaction of the non-breaching Party. If District terminates this Agreement for cause, then District may bring an action to recover from City any amount necessary to compensate District for all detriment caused by City’s failure to perform its obligations under this License. In the event of termination by District for cause, District shall be entitled to retain the entire amount of the License Fee paid pursuant to Section 1.4 hereof. District shall also have the right to terminate this Agreement at any time, without cause, by providing ninety (90) days’ advance written notice to the City.

(c) No later than the effective date of the expiration or earlier termination of this Agreement, the License shall terminate, and City shall cease to access and use the Premises and the affected portions of the Site, and City’s agents, officers, employees, volunteers, invitees, and independent contractors shall immediately vacate the Site. City shall leave the Premises in a clean condition, ordinary wear and tear excepted. City shall be responsible for the cost of any damage caused to the Premises and/or the affected portions of the Site as set forth herein.

(d) The remedies given to District in this Article or elsewhere in this Agreement shall not be exclusive but shall be in addition to all remedies now or hereafter available at law or in equity.

1.7 Liens and Claims. City shall promptly pay in full all costs associated with City’s use of the Premises, and any equipment, furnishings, furniture, trade fixtures or other items for the Premises that City shall cause to be delivered to the Premises and shall timely pay in full all persons who perform labor for the City’s use of the Premises. If any mechanics’ or materialmen’s liens or any other liens or claims for any work done or items furnished at City’s

request are filed against the Premises or the Site, City shall promptly remove the liens and claims at City's own expense. If City fails to remove the liens or claims and any judgment is entered thereon or thereunder, City shall pay that judgment. Should City fail, neglect, or refuse to remove any such liens or claims or to pay any judgment, District shall have the right to pay any amount required to release any such liens or claims, or to defend any actions brought on the liens or claims and to pay any judgment entered on the liens or claims, and City shall be liable to District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefor. District may record, post, and maintain upon the facilities a notice of non-responsibility. City shall not encumber by any security instrument, all or a part of City's interest under this License or Agreement without the prior written consent of District, and upon such terms and conditions as District may require.

ARTICLE II

Restrictions and Conditions

2.1 Use. City shall be solely responsible for the cost of carrying out the Approved Use, and paying for its total cost.

2.2 AS IS Condition. Except as set forth in this Agreement, District makes no representations of any kind as to the conditions of, on or under the Premises or Site. District and City will inspect the Premises and the Site once current construction is complete and takes the Premises and the Site in their "as is" condition. District has no responsibility to make any modifications to the Premises or Site that may be required to prepare the Premises or Site for City to carry out the Approved Use. City will be responsible to address any damage to the Premises and the Site above and beyond general maintenance needs. Furthermore, District makes no representations or warranties regarding the fitness or suitability of the Premises or Site for City's intended use of same.

2.3 City Conduct.

(a) City shall act in a professional manner and shall not do or permit anything to be done on the Premises which would obstruct or interfere with the rights of anyone on the Site, or that would injure or annoy them.

(b) City shall not obstruct access to or passage across the Site.

(c) City shall not use or permit the Site, the Premises, or any portion thereof to be improved, used or occupied in any manner or for any purpose that is in any way in violation of any applicable law, ordinance, policy, or regulation of any Federal, State, County, or Local Government agency, body or entity, including the Sacramento City Unified School District. This includes no smoking or alcohol consumption in or on Site. City shall also not permit anything to be done in or about the Premises or the Site which will increase the existing rate of insurance upon the Premises or the Site, or cause the cancellation of any insurance policy covering the Premises or the Site, and City shall be responsible for paying any increase in insurance caused thereby.

(d) City, its agents, employees, invitees, volunteers and independent contractors shall observe and comply fully and faithfully with all rules and regulations (including all Board policies) (collectively, “Rules”) adopted by District for the care, protection, cleanliness and operation and use of the Premises and the Site, including any modification or addition to such Rules adopted by District, provided District shall give written notice thereof to City.

2.4 Alterations and Furnishings. No structures, improvements, alterations or facilities (collectively, “Alterations”) shall be placed, constructed, erected, altered, or made at the Premises or the Site without District’s prior written approval. Title to equipment, furniture, furnishings, trade fixtures and other items placed by City upon the Premises, shall become the property of District.

2.5 Compliance With Laws.

(a) City shall, at City’s own cost and expense, comply with all applicable statutes, ordinances, regulation, and requirements of all governmental entities, including federal, state, county or municipal, and whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Site or any portion thereof (including the Premises) for the Approved Use, City shall procure and maintain at its sole cost any such license, permit or other governmental authorization prior to the commencement of the Approved Use and throughout the term of this Agreement. City shall indemnify, and hold District and the Premises and the Site, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from City’s failure to comply with and perform the requirements of this Section, except to the extent that any such liability is caused by District or any person or entity under its explicit direction or control. Upon request, City shall provide copies of all licenses which District may require to verify that City is in compliance with the requirements of this Section.

(b) In addition to complying with any other District policies applicable to use of District property, City shall, at City’s own cost and expense, comply with all Rules and Regulations for Public Use of SCUSD Facilities as outlined on the second page of the District’s Civic Permit Form attached hereto and incorporated herein as Exhibit “B”. Additionally, City shall, at City’s own cost and expense, take all steps and actions necessary or required to comply with all current and future orders, laws and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Health Officer and the State or the Federal Government) related to COVID-19 that are applicable to the City’s use of the Premises. City, its employees, agents, representatives, or invitees shall comply with existing or future policies and practices adopted by the District related to preventing the spread of disease. This includes, without limitation, that the City agrees to practice the personal prevention measures pursuant to the mitigation requirements of the SCUSD Return to Health plan found on the District website here: <https://returntogether.scusd.edu/return-health>.

2.6 Assessments, Fees, Charges, and Utilities. District shall be responsible to set up and pay for all utility services provided to the Premises, including, but not limited to, gas,

electricity, heat, telephone, water, sewage, security, scavenger, and similar services used or consumed on the Premises. District shall not be liable in damages or otherwise for any interruption in the supply of any utility.

2.7 Maintenance; Repairs. District shall, at its own expense, keep the Premises in good repair and maintain them in a condition suitable for City's use. During City's use of the Premises, City shall maintain the Premises in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of District and in compliance with all applicable laws, and shall keep the Premises and the surrounding areas free and clear of rubbish and litter. City shall pay for any repairs to the Premises and the Site (more than ordinary wear and tear) arising from City's fault or the fault of any person or entity under its explicit direction or control within thirty (30) days of receipt from District of any invoice for the costs of the repairs.

The District shall invoice the City \$1,500 per month for the entire term of the Agreement in order to cover the costs associated with inspecting and ensuring the Premises is clean, safe, and ready to receive and educate students in compliance with federal, state, and local laws and guidelines, as well as the District's policies, guidelines, and practices.

2.8 Payments by District. Should City fail to pay any assessments, fees or other charges required to be paid by City, District may, without notice to or demand on City, pay, discharge, or adjust that assessment, bill, or other charge for the benefit of City. In that event, City shall promptly, on written demand of District, reimburse District for the full amount properly paid by District in paying, discharging, or adjusting that tax, assessment, bill or other charge, including but not limited to the cost of any late fees, penalties or other charges assessed and paid for by District resulting from City's untimely or incomplete payment.

2.9 Insurance.

(a) Coverage Required. Before the commencement of this Agreement and during the Term of this Agreement, City shall obtain and maintain, at its expense, with insurance companies acceptable to District, the following insurance policies covering the Premises and the Site:

(1) Commercial general liability insurance for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than \$1,000,000 combined single limit. Bodily injury shall not be less than \$1,000,000, combined single limit of \$1,000,000 per person and per accident. The policy shall provide coverage for broad form property damage not less than \$1,000,000 per loss. If the policy contains a General Aggregate, then the liability limit must be not less than \$2,000,000.

(2) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than \$1,000,000 combined single limit.

(b) Insurance Provisions.

(1) The policies described in Subsection (a) above shall: (i) name District as an

additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to District before the cancellation or reduction of coverage or amount of such policy.

(2) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to District prior to City's, its employees, volunteers and/or its independent contractors first entry onto the Site. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District's approval and shall carry a rating of A:X or higher, unless otherwise agreed to in advance by District, and insurance company shall be admitted and licensed in California to transact insurance coverage and issue policies.

(3) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair District's rights under this Agreement, or negate or decrease City's obligations under this Agreement.

(4) City agrees that if City does not take out and maintain such insurance as required by this Section, then District may (but shall not be required to) procure said insurance on City's behalf and charge City the premiums, together with a 10% handling charge, payable upon demand.

(c) Worker's Compensation Insurance and Employer's Liability Insurance. Before the commencement of the Term, City shall provide a certificate(s) of insurance and endorsements on forms acceptable to District with full worker's compensation insurance coverage for no less than the statutory limits, and employer's liability insurance coverage with limits not less than \$1,000,000 for all persons whom it employs or may employ under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. Such coverage shall remain in effect throughout the Term of this Agreement.

2.10 No Property Interest Created. The License and this Agreement do not create any interest for City in the Premises or the Site or any property owned or maintained by District, and is not coupled with any property interest or other interest. The License is personal to City and is not assignable without first obtaining District's consent, which consent may be withheld in District's sole discretion.

2.11 Safety. City shall be solely and completely responsible for conditions of the Premises when in use by City, including safety of all persons and property. City, its agents, employees, invitees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Premises shall fully conform to all applicable State, local and Federal safety laws, rules, regulations, and orders.

2.12 Indemnity By City. Except to the extent caused by the gross negligence or willful misconduct of District or any person or entity under its explicit direction or control, City shall indemnify and hold District, its officers, agents, employees, members of its Board of Trustees and the property of District, including but not limited to the Premises and the Site, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from City's occupation and use of the Premises and Site, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

(a) The death or injury of any person, including any of City's employees, guests, invitees, or agents, from any cause whatsoever as a direct result of the City's use and/or occupancy of the Premises or Site while that person is in, on, or about the Premises or Site or in any way connected with the Premises or Site or with any of City's personal property on the Premises or Site;

(b) The death or injury of any person, including any of City's employees or agents, or by reason of the damage to or destruction of any property, including property owned by City or any person who is an employee or agent of City, caused or allegedly caused by either (1) any condition of the Premises or Site created by City or its employees or agents, or (2) any act or omission on the Premises or Site by City or any person in, on or about the Premises or Site with the permission and consent of City;

(c) The damage to or destruction of any property, including property owned by City or by any person who is an employee or agent of City, from any cause whatsoever as a direct result of the City's use and/or occupancy of the Premises or Site while that property is in, on or about the Premises or Site or in any way connected with the Premises or Site or with any of City's personal property on the Premises or Site;

(d) Any work performed on the Premises or Site or materials furnished to the Premises or Site at the instance or request of City or any person or entity acting for or on behalf of City; and

(e) City's failure to perform any provision of this License or to comply with any requirement of applicable law or any requirement imposed on City or the Premises by any duly authorized agency or political subdivision.

2.13 Entry by District. District reserves and shall at any and all reasonable times have the right to enter the Premises to inspect same, to determine whether City is complying with this Agreement, to supply any service to be provided by District to City hereunder, to use the Premises as desired by District, and to alter, improve, maintain or repair the Premises, in each case consistent with the terms of this Agreement. City waives any claim for damages for injury, inconvenience or interference with City's use, or any loss of occupancy or quiet enjoyment, caused by such entry, except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person or entity under its explicit direction or control.

2.14 Limitation of Liability. District's officers, agents, employees, and members of its Board of Trustees shall not be personally liable in any manner or to any extent under or in

connection with this Agreement. City and its successors and assigns hereby waive any and all such personal liability. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits in connection with this Agreement.

2.15 Surrender of Premises. On the last day of the term hereof, including any renewal term, or on sooner termination of this Agreement, City shall surrender to District the Premises and any then-existing improvements in good order, condition, and repair, reasonable wear and tear excepted, free and clear of all liens, claims, and encumbrances. Said condition shall be similar to that existing as of the Effective Date of this Agreement excepting normal wear and tear and any alterations or improvements approved by District subsequent to the Effective Date. City shall remove from the Premises all of City's personal property, trade fixtures, and any improvements made by City which City and District agree would be removed by City. All property not so removed shall be deemed abandoned by City. If the Premises are not so surrendered at the termination of this Agreement, City shall indemnify District against loss or liability resulting from delay by City in so surrendering the Premises.

ARTICLE III

General Terms and Provisions

3.1 Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.

3.2 Amendment of Agreement. No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both District and City.

3.3 Waiver. The failure by either Party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

3.4 Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

3.5 Force Majeure. Neither Party shall be liable for its failure to fulfill any term or condition of this Agreement if such fulfillment has been delayed, hindered or prevented by any event of force majeure. For the purposes of this Agreement, the term "force majeure" shall be

defined to mean strikes, lockouts, labor or industrial disputes, acts of nature, enemy or hostile government action, general emergency condition, civil commotion, fire, natural disaster, extreme weather conditions or other casualty or any other cause beyond the reasonable control of the Party.

3.6 Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

3.7 Property Taxes. Notwithstanding anything contained herein to the contrary, in the event that City's possession and use of the Premises under this Agreement is determined to create a "possessory interest" in said Premises in City and City may be subject to the assessment of property taxes based upon such a possessory interest, then City shall be solely responsible for the timely payment of any and all such property taxes levied on such interest, including any penalties and interest in connection therewith.

3.8 Independent Contractor. City is an independent contractor, not an officer, employee or agent of District.

3.9 Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing, duly addressed to the Parties below. By written notice in conformance herewith, either Party may change the address to which notices to said Party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given upon confirmed receipt, if sent by certified or registered mail, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice sent by any other manner shall be effective only upon actual receipt thereof.

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: _____

City:

City of Sacramento

Attn: _____

3.10 Signature In Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement.

3.11 Non-Discrimination. City expressly agrees that it will not discriminate in the employment of persons or in carrying out the Approved Use on the basis of any characteristic or

condition upon which discrimination is prohibited by state or federal law or regulation.

3.12 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

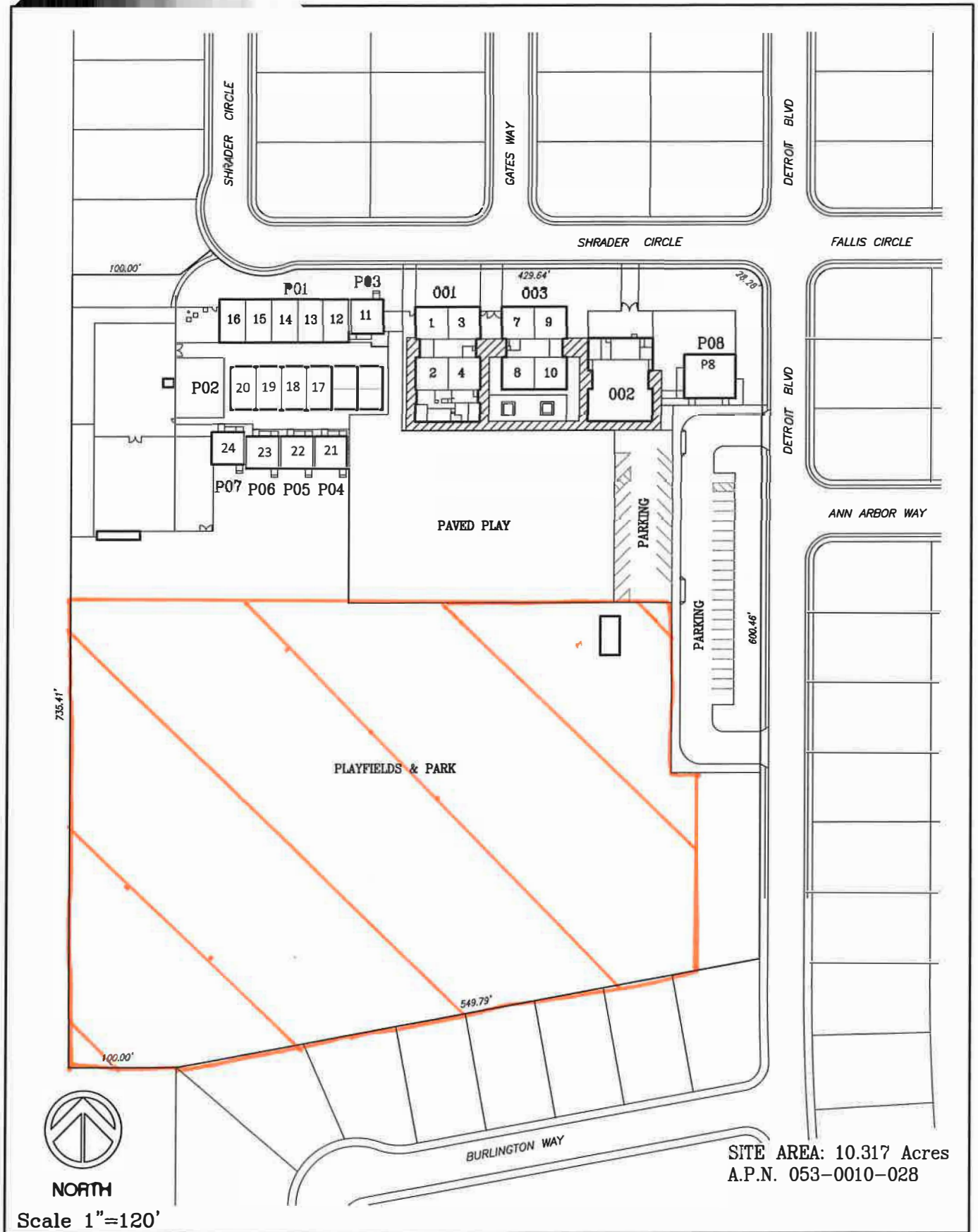
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISTRICT:

CITY:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____



Susan B. Anthony Elementary School (101)
7864 Detroit Blvd.
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM
DECEMBER 2003

Sacramento City Unified School District

Civic Center Permits Office / 5735 47th Avenue, Sacramento, CA 95824

civicpermitoffice@scusd.edu

Phone (916) 643-7435; Fax (916) 399-2014

APPLICATION FOR USE OF SCHOOL FACILITY

PAYMENT IN FULL, CERTIFICATE OF INSURANCE AND COMPLETED APPLICATION FORMS MUST BE RETURNED TO CIVIC CENTER PERMITS OFFICE **15 WORKING DAYS** PRIOR TO REQUESTED DATE.

Fill in all non-shaded areas below and return to Civic Center Permits Office

Organization/Agency Name: _____	Representative Name: _____
Billing Address: _____	NonProfit ID: _____
Email Address: _____	Phone #: _____

☐ I am requesting a Community Use Website Log-In

By requesting a log-in, you will be approved as an "event coordinator" for the organization you are representing and will be financially responsible for all facility requests submitted using your log-in information. Do not share your log-in with others. If an organization has more than one person authorized to submit facility use requests, please have each authorized person request their own log-in for the same organization.

Each facility use request submitted online is automatically routed to the site for availability verification, and then routed to the Civic Permits Office to verify insurance, assess any facility rental and custodial fees, and provide final District approval. Upon final approval by the District, you will receive (via email) a copy of the permit and invoice (if applicable).

If you do not receive a copy of your permit at least 7 days prior to the event, please contact the Civic Permit Office at (916) 643-7435.

School Requested: _____

Facility/Room(s) Requested: _____
(Please List Each Room Desired)

Type of Activity or Meeting: _____

Donations Solicited?: ☐ Yes ☐ No Admission/Registration Fee Charged?: ☐ Yes ☐ No

Single Date Requested: _____ Start Time: _____ AM / PM End Time: _____ AM / PM
(Month/Day/Year)

Recurring Schedule: **(100 dates maximum)** Start Date: _____ End Date: _____
(Month/Day/Year) (Month/Day/Year)

Start Time: _____ AM / PM End Time: _____ AM / PM

☐ Weekly every #___ week(s) on: ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

☐ Monthly: ☐ Day ___ of every ___ month(s) ☐ 1st, 2nd, 3rd, 4th, 5th, or Last of every ___ month(s)
(circle one)

Multiple Dates and Times: **(20 dates maximum)** _____

Special Set-Up Needs: ☐ Kitchen ☐ Theater Tech _____
(Example: Tables and chairs with presenter table at front of room)

Estimated Number Attending: Adult _____ Youth _____ See item 14 of rules and regulations for attendance above 250.

Applicant agrees to abide by Board of Education Policies and Regulations Governing the use of District Facilities, and conditions which may be imposed upon said permit by the Superintendent of the Sacramento City Unified School District or his/her designee. Once signed by applicant and approved by the District the official permit will be sent electronically. Applicant is required to provide the District 10 working days written notice of cancellation. Applicant understands that school activities may result in cancellation of permit. Applicant has read the Rules and Regulations for Public Use of SCUSD Facilities and fee schedule relating to the use of school facilities.

I accept responsibility for meeting all requirements stated therein and for paying all deposits and fees associated with the use of school facilities.

Authorized Signature: _____ Date: _____

DISTRICT USE ONLY

Community Use Setup Completed: _____	Permit # _____	Invoice # _____	Custodial Verification of Hours
<input type="checkbox"/> New Organization <input type="checkbox"/> Insurance <input type="checkbox"/> Risk Mgmt Forms <input type="checkbox"/> Non-Profit Docs			Regular Hours: _____
<input type="checkbox"/> Existing Organization <input type="checkbox"/> Insurance <input type="checkbox"/> Risk Mgmt Forms			Overtime Hours: _____

RULES AND REGULATIONS FOR PUBLIC USE OF SCUSD FACILITIES

1. **INTENT:** The Governing Board has adopted a policy whereby its facilities and grounds may be used as a Civic Center in accordance with the provisions of Education Code Sections 40040-40046. The use of school facilities by groups listed in sections P-1220 – P-1226 shall conform with the purposes, restrictions and regulations as set forth in the education code. The Superintendent and/or designee will disapprove applications that do not conform to the provisions of the Civic Center Act of the Education Code and/or to District administrative regulations and liability restrictions.
2. **APPLICATION:** Applications for the use of facilities shall be filed with the clerk, Civic Center Permits Office. Following an investigation as to the eligibility of the group requesting the use, the availability of the desired facility, and the determination of the charge to be made, if any, a permit will be issued. The Civic Center Permits Office accepts applications daily (except weekends, vacations, and holidays) from 8:30 a.m. to 4:30 p.m. Requests for permits to use district facilities must be made to the Civic Center Permits Office 15 working days prior to but no more than five months in advance of the date(s) requested.
3. **HOURS:** School facilities shall be available for use as a civic center only during such hours as these facilities are not needed for school purposes. No permit that extends beyond midnight will be issued to any non-school group. Sunday and holiday permits shall be granted only upon the approval of the Superintendent or his designee.
4. **FACILITIES AVAILABLE FOR COMMUNITY USE:** Auditoriums, multi-use rooms, eating areas of school lunchrooms, little theaters, gymnasiums, cafeteria kitchens (restricted use-see P-1227), ball/playing fields and grounds, etc. shall be available for use by groups designated in Board Policy Sections P-1220 – P-1226. Use is confined to the area(s) named in the approved application, with appropriate corridor and restroom facilities. School Principals retain the right to move users to other similar spaces, if necessary. The District may exclude certain school facilities from non-school use for safety or security reasons.
5. **CATEGORIES OF USE:** Facility users may qualify for either Free Use, Expense Coverage Use, or Commercial Use in accordance with Education Code 40043 and Board Policy P-1220 – P-1226. Organization classification is determined by the Civic Center Permits Office. Fees will be assessed in accordance with the fee schedule. The fee schedule can be found at www.scusd.edu.
6. **DEPOSIT/REFUND POLICY:** Multiple Use Permits: Fee for first use must be paid at time of application; balance of uses will be invoiced monthly in advance. Single Use Permits: Total fees to be paid at time of application. Cancellations: Total fees will be refunded with at least one week's notice; 10% penalty for less than one week's notice.
7. **PROHIBITED ACTIVITIES:** The use of school grounds for the following activities are hereby prohibited: (a) Any use by any individual, society, group, or organization for the commission of any act intended to further any program or movement whose purpose is the overthrow of the government of the United States or of the state by force, violence or other unlawful means. (Education Code 38135) (b) Advertising on school grounds or in a school building by a permit holder; (c) The operation of any motor driven vehicle on school premises for purposes other than parking. This includes small powered carts, minibikes, and motorbikes; (d) Gas powered model airplanes or powered rockets; (e) Hitting golf balls on school premises; (f) Hardball baseball shall be authorized only on those school grounds where regulation baseball diamonds are provided; (g) Horseback riding on school premises; (h) Overnight usage of any district facilities for any purpose; (i) Yard sales (other than PTA); (j) Teen/social dances (other than school or PTA); (k) Fundraising campaigns, bingo, raffles, or games of chance (except as permitted by board policy or special board action); (l) indoor soccer practice or games; (m) Rap, rock, or pop concerts; (n) Baton twirling activities; (o) Private parties of any type, i.e., class reunions, birthday parties, wedding receptions, etc.
8. **RULES OF CONDUCT:** No person, organization, group or activity granted a permit for use of school facilities or grounds shall engage in the following: (a) Smoking in school buildings; (b) Consumption of alcoholic beverages; (c) Use of narcotics or drugs for purposes other than medical, and then only under the prescription of a duly licensed medical physician; (d) Fighting, quarreling, abusive language, or noise of any kind which may be offensive to other activities or the neighborhood; (e) Bring live animals, other than guide dogs, into classrooms or other interior spaces; (f) No materials are to be taped, tacked, stapled, glued or pinned to any surface unless designated for such purpose; (g) All users must provide their own supplies (i.e. easel, easel pad, marking pens, pencils, note paper, etc.) Violations of any of the conditions of this paragraph shall be ground for immediate revocation of the permit for use of such facilities. In the event of such revocation, all persons so affected shall immediately vacate the school facilities and permit holder will forfeit any fees paid.
9. **INSURANCE AND INDEMNIFICATION:** Eligible groups or organizations qualifying for free use of district facilities are required to meet the insurance requirements stipulated in the attached Insurance Agreement for Free of Charge Users (Insurance Form A). Eligible groups qualifying for fee use of district facilities are required to meet the insurance requirements stipulated in the attached insurance and Indemnification Agreement for Users for a Fee (Insurance Form B). Neither the District nor its staff shall be responsible for any items left behind on school premises. Nor shall the District or its staff assume any responsibility for liability in connection with the services provided under this policy or the facilities use agreement.
10. **SUPERVISION:** It is the duty of the custodian in charge to see that there are no violations on the part of any individual or group of these regulations. The custodian shall report all violations to the Civic Center Permits Office. Custodians are directed to refuse the use of school buildings without the presentation of a district approved permit. When the building or grounds are used by youth groups, the sponsoring organization must furnish an adult (21 years of age or older) to be in charge at each event. Custodial staff will make periodic inspections of facilities and will be available to clean spillage of food and beverages as necessary. Custodial staff will arrive thirty minutes prior to the scheduled start of the event, will remain for one-half hour after the scheduled start of the event, and will return one-half hour prior to the scheduled end of the event to clean and restock the facility as necessary.
11. **Restrooms:** Restroom access is required for all events. Appropriate restroom facilities will be provided with all indoor facility events. All field use events will be staffed with custodial service to provide access to restrooms or the person, organization or group granted a permit shall provide port-a-potty's at their expense. Permit holder will be responsible for any expenses related to clean up or vandalism of port-a-potty provided by permit holder.
12. **PROTECTION OF SCHOOL PROPERTY:** Groups misusing school facilities or violating rules and regulations and provisions of permits may have their permit revoked, not subject to renewal, and previous offenders may not receive permits. School property shall be protected from any damage or mistreatment, and applicants shall be responsible for the condition in which they leave school buildings. Any breakage, damage, or loss of district property shall be paid for by the organization making the application. Costs shall be established by the Facilities Services Division in cooperation with the school principal and the Civic Center Permits office, and an invoice shall be submitted to the permit holder. Failure to pay promptly for such damage shall be grounds for refusal of future applications and may result in legal proceedings in accordance with administrative regulations. The district reserves the right to revoke or refuse to renew permits to those who violate rules and regulations and provisions of the permit.
13. **PERFORMANCES AND OTHER ENTERTAINMENTS:** For commercial use of a school auditorium, the maximum time to be granted per permit shall be eight (8) hours under the fee policy for setting up, practice, performance, striking and removal of equipment and personnel. However, if more than one performance is given, a separate charge shall be made for each performance. If more than the eight (8) hours are required, either in advance or after the commercial use, there shall be an added charge of ten per cent (10%) of the basic fee for each additional hour of use. (This is interpreted to mean eight consecutive hours of performance). No merchandise can be given away as a result of a donation or the sale of any admission ticket to any entertainment or event held in a school facility (this does not apply to door prizes that are donated to a youth group and are awarded by this group at any event where no tickets are sold and no advertising is given to the donor).
14. **SECURITY:** Community permit holders must provide a California licensed, bonded security guard for events and activities for each increment of 250 or more participants and/or spectators; i.e., 250-500 – one security guard, 500-750 – two security guards, etc. Such guards must be present for the duration of the event or activity, plus one-half hour before and after the event or activity. There may be some activities which may, at the discretion of the district, require additional guards.