



CITY OF RICHMOND
Recreation & Parks Commission Meeting
AGENDA

Wednesday, October 5, 2022 6:00 PM

This meeting is held on Zoom that is accessible to people with disabilities.

Zoom link: <https://zoom.us/j/93771521625?pwd=ZEI1Q0ZiOHV4b0lRRnZjeUYxak9RZz09>

Webinar ID: 937 7152 1625

Passcode: 156963

Or One tap mobile: +16699006833, or 93771521625# US (San Jose)

Or join by phone: US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

International numbers available: <https://zoom.us/u/abTvlsoMuj>

Board Members: Joey Smith, Chair; Aaron Rowden, Vice Chair; Allison Blakeley, Secretary; Eleanor Thompson, Treasurer

Commissioners: Soheila Bana, Maryn Hurlbut, Catalin Kaser

1. **Call to Order** (2 min)

- Pledge of Allegiance
- Genuine acknowledgement of the value of a land acknowledgement
 - The opportunity and risk of this moment in our agenda, and how to embrace it wisely
 - The simple acknowledgement that we stand, sit, live and exist on land that was previously and currently occupied and cared for by First Peoples prior to the establishment of the United States, California statehood and the founding of the City of Richmond
 - Embracing the truth and leaning into our discomfort
 - Relentlessly identifying and pursuing opportunities for genuine engagement with local indigenous communities to understand indigenous struggles, needs and goals with a specific focus on exploring pathways to return indigenous lands to indigenous hands

2. **Roll Call** (1 min)

3. **Welcome and Meeting Procedures** (1 min)

*Individuals who would like to address the Recreation and Parks Commission on relevant matters not listed on the agenda or on Department Reports for Information items not pulled for discussion, may do so under **Open Forum**.*

Public comment may be made on agenda items when the item is discussed. The standard amount of time for each speaker, in either instance, will be two (2) minutes.

4. **Agenda Review** (1 min)

The order in which items will be heard may be adjusted by Commissioner vote at this time. In addition, items may be removed from or placed on the Consent Calendar at this time. Individual items may be removed from Department Reports for Information for discussion, explanation, or continuance to a future meeting. In addition, the order in which items will be heard may be adjusted at this time.

5. **Open Forum** (10 min.; 2 min per speaker)

*Issues brought to the attention of the commission in **Open Forum** cannot result in discussion or action at this meeting. Individuals who would like to address the Recreation and Parks Commission on relevant matters **not** listed on the agenda or on Department Reports for Information items **not** pulled for*

Public comment may be made on agenda items when the item is discussed.

6. **Announcements through the Chair** (5 min.)

7. **Consent Calendar** (2 min)

Items on the Consent Calendar are considered matters requiring little or no discussion and will be acted upon in one motion.

a. APPROVE minutes of the August 3, 2022 Meeting

8. **Department Reports For Information** (10 min)

Unless items were pulled for discussion during Agenda Review, all reports are considered received and accepted by the commission requiring no further action.

a. Public Works: Facilities – Jose Urquilla

b. Parks & Landscaping Divisions – Greg Hardesty

c. Community Services Division: Recreation and Neighborhood Services – Ranjana Maharaj

9. **Presentations**

a. 100k Trees for Humanity (Amos White)

b. WCCUSD- Joint Use Agreement (Tetteh Kisseh, Recreation Supervisor)

10. **Ad Hoc Committee Reports** (20 min)

a. Sustainability and Climate Responsiveness Committee (Catalin/Maryn/Allison)

b. Coordinate open conversation on how the city can support the native stewardship of Ookwe Park:

i. Recreation and Parks Commission

ii. Sogorea Te' Land Trust

iii. Arts and Culture Commission

iv. Planning Commission

11. **Discussions and Action Items**

Following discussion of each item, the commission may vote to make recommendations to Commissioners, staff and/or to the City Council.

- a. Discuss ways to raise funds for the Commission Trust Account
- b. Discuss suggestions for signage for facilities that are inclusive of our diverse users
- c. Discuss field leveling for Fairmead Park
- d. Update on Pickleball for After School and Summer Camp Programs

12. **Commissioner Liaison Reports** (14 minutes, 2 min. per member)

At 8:00 PM, any items remaining on the agenda that require immediate attention may be moved to this time. All other items will be tabled to another meeting or the following commission meeting in order to make fair and attentive decisions. This meeting adjourns at 8:30 PM. The meeting may be extended by a majority vote of the commissioners.

13. **Commissioner Comments** (7 min.;1 min. per person)

14. **Agenda Setting for Next Meeting and Future Topics** (3 min.)

15. **Adjournment** (1 min.)

NEXT MEETING: Wednesday, November 2, 2022 at 6:00 p.m. via Zoom

As presiding officer, the Recreation and Parks Commission Chair has the authority to preserve order at all Recreation and Parks Commission meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Commission, and to enforce the rules of the Commission. Any documents produced by the City and distributed to the Commission regarding any item on this agenda will be made available at the Community Services/Recreation Division located at 3230 Macdonald Avenue, Richmond, California during normal business hours.

CORONAVIRUS DISEASE (COVID-19) ADVISORY

PURSUANT to the Governor of the State of California's Assembly Bill 361 and in the interest of the public health and safety, attendance at the City of Richmond City Council meeting will be limited to Council members, essential City of Richmond staff, and members of the news media. Public comment will be confined to items appearing on the agenda and will be limited to the methods provided below.

Public comment may be submitted by email and/or Zoom video conference in the manner that follows; provided that no member of the public may submit more than one verbal comment per agenda item.

1. Via email to recreation@ci.richmond.ca.us by 1:00 p.m. the day of the meeting.

Emails MUST contain in the subject line 1) Public Comments – Open Forum; **OR** 2) Public Comments agenda item # - [include the agenda item number].

All such email will be posted on-line and emailed to the Commission before the meeting is called to order. **No individual email will be read into the record. Due to the high volume of emails received, emails that do not contain the correct identifying information in the subject line may be overlooked and may not become part of the record. Email received after 1:00 p.m. will be posted on-line following the meeting as part of the supplemental materials attached to the meeting minutes.**

2. Via Zoom by video conference or by phone using the following link/call-in numbers – for Open Session:

Please click the link below to join the webinar:

Zoom webinar link: <https://zoom.us/j/93771521625?pwd=ZEI1Q0ZiOHV4b0lRRnZjeUYxak9RZz09>

Webinar ID: 937 7152 1625

Passcode: 156963

Or One tap mobile: +16699006833, or 93771521625# US (San Jose)

Or join by phone: US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592
or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 937 7152 1625

International numbers available: <https://zoom.us/u/abTvlsoMuJ>

- a. To comment by video conference, click on the Participants button at the bottom of your screen and select the “Raise Your Hand” button to request to speak when Public Comment is being asked for. Speakers will be called upon in the order they select the “Raise Your Hand” feature. When called upon, press the unmute button. After the allotted time, you will then be re-muted.
**
- b. To comment by phone, you will be prompted to “Raise Your Hand” by pressing “*9” to request to speak when Public Comment is asked for. When called upon, you will be asked to unmuted by

pressing *6. After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at:

<https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>. **

3. Use the below email address to correspond directly with the Chairperson for any other issues:
rec.parkscommission@gmail.com

**The Chair will announce the agenda item number and open public comment when appropriate. Individuals who would like to address the Commission should raise their hand. The Chair will close public comment when public comment is concluded.

Open Forum for Public Comment: Individuals who would like to address the Commission on matters not listed on the agenda or on items remaining on the consent calendar may do so under Open Forum.

The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the Commission receives your comments, you are strongly encouraged to submit your comments in writing in advance of the meeting.

AB 361 Procedures in the Event of Technical Difficulties: In the event the meeting broadcast is disrupted, or if a **technical issue on the agency's end** disrupts public participation, the legislative body board cannot take any further action on the agenda until the technical issue is resolved.

Record of all public comments: Properly labeled public comments will be considered a public record, put into the official meeting record, available after the meeting as supplemental materials, and will be posted as an attachment to the meeting minutes when the minutes are posted: [Archive Center](#) • [Richmond](#) • [CivicEngage](#)

Procedures for Removing Consent Calendar Items from the Consent Calendar: Members of the public who request to remove an item from the consent calendar must first discuss the item with a staff member by phone or a back-and-forth email discussion, and state the name of the staff member when requesting removal of the item from the consent calendar.

Any member of the Commission who would like to remove an item from the consent calendar must notify the appropriate staff person prior to the meeting. Although members of the Commission are encouraged to ask questions and share concerns with staff ahead of the meeting, they are not required to do so.

The Recreation Division staff must be informed of any requests to remove items from the Consent Calendar.

Accessibility for Individuals with Disabilities: Upon request, the City will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least two days before the meeting. Requests should be emailed to recreation@ci.richmond.ca.us or submitted by phone at 510-620-6950. Requests will be granted whenever possible and resolved in favor of accessibility.

Effect of Advisory on In-person participation: During the pendency of Assembly Bill 361, the language in this Advisory portion of the agenda supersedes any language contemplating in-person public comment.

Richmond Recreation & Parks Commission

MINUTES

Wednesday, August 3, 2022 6:00 PM



To view a video of this meeting click on this link:

https://richmond.granicus.com/ViewPublisher.php?view_id=37

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Meeting called to order by Chair Joey Smith at 6:01pm

ROLL CALL

PRESENT: Joey Smith, Allison Blakeley, Maryn Hurlbut, Catalin Kaser, Aaron Rowden and Eleanor Thompson

ABSENT: Soheila Bana (Excused)

Chair Smith provided a brief overview of the meeting procedures and the Mission of the Recreation & Parks Commission.

AGENDA REVIEW

Motion by Vice Chair Rowden to accept the agenda meeting as submitted, seconded by Commissioner Hurlbut, and carried unanimously by a voice vote.

OPEN FORUM

Cordell Hindler, Richmond, stated he continues to encourage members of the youth council to apply for the vacancies on the Recreation and Park Commission. In addition, Mr. Hindler extended an invitation to the Richmond Rotary Club meeting at the Richmond Country Club on Friday, August 12th at 12:30pm, where the guest speaker will be LaShonda White, Interim Director of Library & Community Services.

Allen Schlossman, Richmond, asked a question as to who oversees the community services operations to ensure quality control of the offered programs. Specifically, if all involved truly understand the mission to provide valuable benefits to the participating families. Chair Smith expressed a need to get more information than is allotted during open forum and Ranjana Maharaj, Deputy Director of Community Services, stated she will arrange a meeting to discuss further with Mr. Schlossman.

ANNOUNCEMENTS THROUGH THE CHAIR

- a) Chair Smith advised the Next Commission meeting would be held on September 7, 2022, via Zoom.

- b) The balance of the Commission Trust account remains at \$413.08; Commissioner Hurlbut advised that the RTA Snow Ball account is \$0.00, as scholarships have all been awarded.
- c) There were no membership changes currently, but it is anticipated that there will be some additions soon.

CONSENT CALENDAR

Approve Minutes of the July 13, 2022 Meeting

Motion by Commissioner Kaser to approve the minutes of the July 13, 2022 meeting as submitted, seconded by Treasurer Thompson, and carried by a voice vote with Commissioner Hurlbut abstaining.

DEPARTMENT REPORTS FOR INFORMATION

Parks & Landscaping Divisions

Greg Hardesty, Superintendent of Parks & Landscaping, provided a verbal and visual report, and provided updates that portable bathroom facilities were delivered to Cheese Park. In addition, Mr. Hardesty stated he is having the city attorney's office review the RMC signage, specifically as to the multi-language verbiage, prior to posting. Commissioner Kaser shared her appreciation for the weed abatement on the Greenway but voiced disappointment in the barriers, as they pose a potential hazard to bicyclist. Mr. Hardesty stated there are plans to correct the issue with re-paving and painting.

Public Works: Facilities

Report from Jose Urquilla, Superintendent of Facilities, was provided verbally and visually, and he responded to questions, specifically as to the progress of the hydraulic lift repairs at the Auditorium.

Community Services Division: Recreation and Neighborhood Services

Ranjana Maharaj, Deputy Director for Community Service-Recreation, provided an extensive oral and visual report and responded to questions from Commissioner Kaser, specifically as to how kids get to after school programs, in the hopes we are encouraging walking or biking.

Hope Lattell, Senior Accountant, presented a brief update detailing the 2022/23 fiscal year budget and answered a few inquiries.

PRESENTATIONS

Harbour 8 Park Update – Toody Maher, from Pogo Park, provided an extensive visual and verbal update on Harbour 8 Park progress, as they begin the construction phase on this thrilling project.

Rails-to-Trails Conservancy Plan – Rails-to-Trails Conservancy was represented by Ben Kaufman, Trail Development Manager for the Western Region, along with Laura Cohen, Director of the Western Region. Mr. Kaufman presented a visual and oral report on the Roadmap to a Better Greenway that provides analysis and recommendations to improve access via walking paths and bike trails throughout the Bay Area. Mr. Kaufman empathized how the Richmond Greenway is a small part of a larger Bay Area Trails Collaborative which offer many benefits to our community. Mr. Kaufman followed up by answering

questions from Commissioner Hurlbut, Commissioner Kaser and Chair Smith.

AD HOC COMMITTEE STATEMENTS

Sustainability and Climate Responsiveness Committee (Catalin/Maryn/Allison)

Commissioner Kaser advised that the Bicycle and Pedestrian Advisory Committee will have their annual clean up event on Monday, August 8th from 5:30 pm - 7:30 pm at the eastern entrance of the Greenway. In addition, she has been in contact with Amos White of *100k Trees for Humanity*, who would like to give a presentation in September.

DISCUSSIONS & ACTION ITEMS

- a) **COORDINATE** Open Conversation on How the City can Support the Native Stewardship of Ookwe Park:

Vice-Chair Rowden advised that he reached out to former Vice-Chair Havenar-Daughton who will be sending a summary as to his findings on the project and Mr. Rowden will review the discoveries to see if this is still something we can do to honor the indigenous stewards of our lands.

COMMISSIONER LIAISON REPORTS / COMMENTS

Chair Smith advised she met with John Gioia, Supervisor of Contra Costa County, and Darlene Drapkin, to discuss the next steps for pickleball at the Booker T. Anderson courts and possible other locations.

Secretary Blakeley expressed excitement over the addition of portable facilities at Cheese Park. She discovered there is a conflict with the May Valley Neighborhood Council and the Park Plaza Neighborhood Council, as they both appear to meet on the same days and times. Commissioner Hurlbut stated she would reach out to the President of the coordinating council to suggest avoiding conflicts so all can attend.

Commissioner Kaser reported there is a documentary film about the Greenway and the link is:

<https://bikeeastbay.org/civCRM/event/info?reset=1&id=2055>

She also shared she recently visited Belding-Garcia Park and realized it's the only park in the Belding Woods neighborhood and is in need of attention and improvement.

Treasurer Thompson wanted to discuss how money can be raised so the trust account grows in the months ahead and Chair Smith advise this item will be placed on next month's agenda for further discussion.

Commissioner Hurlbut shared she had a brief discussion with the Snowball Committee and encouraged all to donate to provide scholarships for our deserving students.

AGENDA SETTING FOR NEXT MEETING AND FUTURE TOPICS

Vice-Chair Rowden suggested a need to review the Recreation & Parks Commissions policies and procedures regarding multilingual signage to ensure there are no gaps or oversights so that future postings reach all members of the community.

ADJOURNMENT

The meeting adjourned at 8:45 pm

Respectfully Submitted,
Christine George
Executive Secretary

**Recreation and Parks Commission
2022 Meeting Attendance**

Commissioner	Term Ending	Jan 2022	Feb 2022	Mar 2022	April 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Total Absences
Joey Smith	Appt. 5/2/17-10/26/19 Re-appt. 12/3/19-10/26/22	P	P	P	P	P	P	P	P	P				0
Soheila Bana	Appt. 10/17/17-10/26/19 Re-appt. 3/17/20-10/26/23	P	P	P	E	P	A	P	E	A				4
Allison Blakeley	Appt. 12/3/19-10/26/22	P	P	P	P	E	E	P	P	P				2
Maryn Hurlbut	Appt. 3/15/16-10/26/19 Re-appt. 12/3/19-10/26/22	P	P	E	P	P	E	E	P	P				3
Catalin Kaser	Appt. 6/15/21-4/28/24 Serving unexpired term	P	P	P	P	P	E	P	P	A				2
Aaron Rowden	Appt. 10/26/21 – 10/26/24	P	P	P	E	P	P	P	P	E				2
Eleanor Thompson	Appt. 7/10/18-10/26/18 Re-appt. 12/4/18-10/26/21 Re-appt. 6/28/22-10/26/24	P	P	P	P	P	E	P	P	A				2

Legend

P = Present
A = Absent
E = Excused
Absence

Excused absences are:

1. Military and related military service leave
2. Bereavement
3. Attendance of Commission related conferences and meetings.



AGENDA REPORT

COMMUNITY SERVICES

DATE: October 18, 2022

TO: Mayor Tom Butt and Members of the City Council

FROM: LaShonda White, Interim Library and Community Services Director
Ranjana Maharaj, Deputy Director for Community Services-Recreation
Tetteh Kisseh, Recreation Supervisor

SUBJECT: JOINT USE AGREEMENT BY AND BETWEEN THE CITY OF RICHMOND
AND THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

STATEMENT OF THE ISSUE:

Staff from the City of Richmond and the West Contra Costa Unified School District are recommending that their respective governing boards approve a joint use agreement in an effort to promote efficient and effective use of public resources and to provide increased access to recreational and educational opportunities for Richmond residents.

RECOMMENDED ACTION:

ADOPT a resolution approving an "umbrella" joint use agreement by and between the City of Richmond and the West Contra Costa Unified School District to help promote efficient and effective use of public resources and to provide increased access to recreational and educational opportunities for Richmond residents - Community Services Department-Recreation (LaShonda White/Ranjana Maharaj/Tetteh Kisseh 510-620-6919).

FINANCIAL IMPACT OF RECOMMENDATION:

Per the Agreement, each party will pay a use fee equal to the direct costs of that party's use. Estimated fees paid and revenues received pursuant to the Agreement will be included in the City's operating budget.

DISCUSSION:

Staff from the City of Richmond ("City") and the West Contra Costa Unified School District ("District") are recommending that their respective governing boards approve an agreement ("Agreement") for the City's use of District facilities and for the District's use of

City facilities in an effort to promote efficient and effective use of public resources and to provide increased access to educational and recreational opportunities for Richmond residents.

The proposed Agreement between the District and the City will provide for the mutual use of a variety of City and District facilities for recreational and educational programs. The Agreement will increase access to and use of existing public facilities and positively contribute to the health and wellness of Richmond residents.

The Community Recreation Act, Education Code Section 10900 et seq., authorizes public entities to cooperate with one another 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.

The Agreement contains language regarding a variety of important operational and management issues and clearly articulates each entity's roles and responsibilities regarding areas such as scheduling, access, security, maintenance, fees, and supervision. City recreation staff and District staff will work cooperatively to ensure successful implementation of the Agreement.

The term of the Agreement is for three years with an option to extend for two years. Each party will pay a use fee equal to the direct costs of that party's use. Fee schedules for each entity are incorporated in the Agreement.

The Agreement was reviewed and approved by Richmond's Recreation and Parks Commission. The District's Board of Trustees will review the Agreement at their meeting in 2022.

DOCUMENTS ATTACHED:

Attachment 1 - Resolution Approving the Joint Use Agreement by and between the City of Richmond and the West Contra Costa Unified School District

Attachment 2 - Joint Use Agreement by and between the City of Richmond and the West Contra Costa Unified School District

CITY COUNCIL RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND APPROVING THE UMBRELLA JOINT USE AGREEMENT WITH THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT FOR COMMUNITY RECREATION PURPOSES

WHEREAS, Chapter 10 of Part 7 of Division 1 of the California Education Code, commencing with section 10900 (the "Community Recreation Act"), authorizes public entities to cooperate with one another 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; and

WHEREAS Education Code section 10905 specifically authorizes public entities to cooperate with one another to establish, improve, or maintain recreation facilities; and

WHEREAS, Education Code section 10910 authorizes the governing body of any school district to grant the use of any building, grounds, or equipment of the district to any other public authority for community recreational purposes if such use will not interfere with use of the buildings, grounds, and equipment for any other purpose of the public school system; and

WHEREAS, the City of Richmond ("City") and the West Contra Costa Unified School District ("District") intend to enter into an umbrella joint use agreement for the use of the other's recreational facilities in an effort to promote efficient and effective use of public resources and to provide increased access to educational and recreational opportunities for District students, City residents, and the community; and

District and City have negotiated the attached Umbrella Joint Use Agreement ("Agreement") to facilitate and effectuate the desires of the parties to promote efficient and effective use of public resources and to provide increased access to educational and recreational opportunities; and

WHEREAS City's use of the District's recreational facilities detailed in Exhibit "A" to the Agreement will not interfere with the use of the buildings, grounds, and equipment for any other District purpose in or on those facilities; and

WHEREAS, District's use of the City's facilities detailed in Exhibit "B" to the Agreement will not interfere with the use of the buildings, grounds, and equipment for any other City purpose in or on those facilities; and

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Richmond hereby finds, determines, declares, orders, and resolves as follows:

(This section to be completed by Clerk's Office)

I certify that the foregoing resolution was passed and adopted by the City Council of the City of Richmond at a _____ meeting held on _____ by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

**Clerk of the City of Richmond
(SEAL)**

Approved:

Mayor

Approved as to form:

City Attorney

DRAFT

The Community Recreation Act, Education Code Section 10900 et seq., authorizes public entities to cooperate with one another 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.

The Agreement contains language regarding a variety of important operational and management issues and clearly articulates each entity's roles and responsibilities regarding areas such as scheduling, access, security, maintenance, fees, and supervision. City recreation staff and District staff will work cooperatively to ensure successful implementation of the Agreement.

The term of the Agreement is for three years with an option to extend for two years. Each party will pay a use fee equal to the direct costs of that party's use. Fee schedules for each entity are incorporated in the Agreement.

The Agreement was reviewed and approved by Richmond's Recreation and Parks Commission. The District's Board of Trustees will review the Agreement at their meeting in 2022.

DOCUMENTS ATTACHED:

Attachment 1 - Resolution Approving the Joint Use Agreement by and between the City of Richmond and the West Contra Costa Unified School District

Attachment 2 - Joint Use Agreement by and between the City of Richmond and the West Contra Costa Unified School District

City's or any other person's or entity's use. "District's Use" includes use of the District Recreational Facilities, without limitation:

2.1.1.1. Use during any time when school is in session, including Summer School;

2.1.1.2. Use during any time that has been scheduled in advance by the various school principals or other school officers for classes, activities, exercises, or functions; and

2.1.1.3. Use during any time when the District has permitted another person or entity to use the District Recreational Facilities for specific event(s) or activity(ies). City acknowledges and agrees that District may have existing, pre-scheduled use that cannot be re-scheduled to accommodate City's use. In this event, City shall have second priority behind the existing and pre-scheduled use.

2.1.2. **City's Use.** The City may use the District Recreational Facilities when such use does not conflict with the District's Use. City's right of use shall be non-exclusive.

2.1.2.1. City's use of the District Recreational Facilities shall be pursuant to the District's existing rules and regulations pertaining to the use of the District Recreational Facilities ("District Use Rules"). A copy of the District Use Rules is attached hereto as Exhibit "C".

2.1.2.2. City shall schedule its use of the District Recreational Facilities using the SchoolDude facilities scheduling software.

2.1.3. **Use Fees.** City shall pay a "Use Fee" related to the direct costs to District for City's use of District Recreational Facilities. The direct costs shall include, but not be limited to, costs for District staff required to be present at the District Recreational Facilities during City's use. All users will be required to pay the fees for District facilities as outlined in Exhibit "C".

2.1.4. **Closure of District Recreational Facilities.** The Parties recognize that the District Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. District shall notify the City of any conditions necessitating a closure of the District Recreational Facilities or any portion thereof. If possible, notification of the closure shall be provided at least seventy-two (72) hours in advance of the closure.

2.2. City Sites:

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

or any other person's or entity's use. "City's Use" includes use of the City Recreational Facilities, without limitation:

2.2.1.1. Use during any time when a scheduled recreation program is in session;

2.2.1.2. Use during any time that has been scheduled in advance by City staff for classes, activities, exercises, or functions; and

2.2.1.3. Use during any time when the City has permitted another person or entity to use the City Recreational Facilities for specific event(s) or activity(ies). District acknowledges and agrees that City may have existing, pre-scheduled use that cannot be re-scheduled to accommodate District's use. In this event, District shall have second priority behind the existing and pre-scheduled use.

2.2.2. **District's Use.** The District may use the City Recreational Facilities when such use does not conflict with the City's Use. District's right of use shall be non-exclusive.

2.2.2.1.1. District's use of the City Recreational Facilities shall be pursuant to the City's existing rules and regulations pertaining to the use of the City Recreational Facilities ("City Use Rules"). A copy of the City Use Rules is attached hereto as Exhibit "D".

2.2.3. **Use Fees.** District shall pay a "Use Fee" related to the direct costs to City for District's use of City Recreational Facilities. The direct costs shall include, but not be limited to, costs for City staff required to be present at the City Recreational Facilities during District's use. All users will be required to pay the fees for City facilities as outlined in Exhibit "D".

2.2.4. **Closure of City Recreational Facilities.** The Parties recognize that the City Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. City shall notify the District of any conditions necessitating a closure of the City Recreational Facilities or any portion thereof. If possible, notification of the closure shall be provided at least seventy-two (72) hours in advance of the closure.

3. USE OF THE PARTIES' RECREATIONAL FACILITIES

3.1. **Priority of Scheduling Use.** Facility usage assignments will be based upon the following priorities for City and District facilities. Third, fourth and fifth priority uses shall not be scheduled until first and second priorities are set and shall not interfere with the City and/or District scheduled activities. Third, fourth and fifth priority users shall be required to adhere to the directions set forth in Section 3.2

with regards to requesting use of City and/or District facilities. City and District staff will make reasonable efforts to meet the needs of these users.

3.1.1. **City Facilities**

3.1.1.1. Programs administered or co-sponsored by the City

3.1.1.2. Programs administered or co-sponsored by the District

3.1.1.3. Resident youth groups

3.1.1.4. Non-resident youth groups

3.1.1.5. Adult groups

3.1.2. **District Facilities**

3.1.2.1. Programs administered or co-sponsored by the District

3.1.2.2. Programs administered or co-sponsored by the City

3.1.2.3. Resident youth groups

3.1.2.4. Non-resident youth groups

3.1.2.5. Adult groups

3.2. **Process to Request/Schedule Facility Use.** The Parties shall follow the following process in scheduling each Party's use of the other Party's Recreational Facilities:

3.2.1. City staff is responsible for scheduling City facilities.

3.2.2. District staff is responsible for scheduling District facilities.

3.2.3. City will submit City requests for use of the District Recreational Facilities via SchoolDude to District staff twice per year by May 1st (for the September – February) and November 1st (for March – August) of each year or other mutually agreeable dates.

3.2.4. District will submit requests for use of the City Recreational Facilities to City staff twice per year by May 1st (for the September – February) and November 1st (for March – August) of each year or other mutually agreeable dates.

3.2.5. Designated City and District staff will review each Party's requests and will make reasonable efforts to accommodate requests based on priority listing and facility availability.

- 3.2.6. All users are required to complete appropriate District or City permit forms, pay applicable fees, and meet insurance requirements set by the District and City as outlined in Exhibits C and D respectively in order to request use of District and/or City facilities.
- 3.2.7. Non-City and non-District users will be scheduled based on the priority listing, remaining facility availability and on a “first come, first served” basis.
- 3.2.8. Once each Party has developed a schedule for its own Recreational Facilities usage, designated staff from each Party will provide the other Party with the proposed schedule.
- 3.2.9. Once the Parties agree to a “Master Joint Use Schedule”, each Party’s scheduled use of the Recreational Facilities shall receive priority over all other use, except as may be otherwise required by law or mutual written agreement of the Parties.
- 3.3. **Use Fees.** All users will be required to pay the fees for District or City facilities as outlined in Exhibit “C” and Exhibit “D”.
- 3.4. **Requests Outside of Master Joint Use Schedule.** In the event a Party requires the use of the other Party’s Recreational Facilities at a time that has not been mutually agreed to by the Parties, and that does not appear on the Master Joint Use Schedule, that Party shall comply with the other Party’s Application for Use of Facilities and all applicable requirements thereto.
- 3.5. **Permits are Non-Transferrable.** Permits cannot be transferred, assigned, or sublet.
- 3.6. **Posting of Master Joint Use Calendar.** The completed Master Joint Use Calendar shall be posted on each Party’s websites and/or in other public places to encourage transparency and information sharing for residents and users.
- 3.7. **Cancellations or Changes.** In the event that a previously scheduled event needs to be cancelled, each Party shall make reasonable efforts to notify the other Party not less than ten (10) business days prior to a scheduled event to be held in a Party’s Recreational Facility. Each Party shall make reasonable efforts to ensure that cancellations occur only due to unforeseen conflicts and shall make reasonable efforts to reschedule use on/in another facility. Third, fourth and/or fifth priority users shall make reasonable efforts to notify the City or District not less than twenty (20) business days prior to a scheduled event to be held in a Party’s Recreational Facility.

4. **MAINTENANCE.**

- 4.1. **City Maintenance.** City agrees to provide, at its own cost and expense, any and all maintenance for the City Recreational Facilities. Maintenance to be provided by City shall be staffed by City’s personnel, be consistent with the normal

maintenance levels as applied to other comparable City Recreational Facilities and shall insure safe and healthful use. Maintenance to be provided by City shall also include payment by City, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

4.2. **District Maintenance.** District agrees to provide, at its own cost and expense, any and all maintenance for the District Recreational Facilities. Maintenance to be provided by District shall be staffed by District personnel, be consistent with the normal maintenance levels as applied to other comparable District schools and shall insure safe and healthful use. Maintenance to be provided by District shall also include payment by District, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

5. **CUSTODIAL.** Each Party agrees to provide, at its own cost and expense, any and all custodial services for their respective facilities for special, on-going uses of District or City Recreational Facilities. Each Party will return utilized space in a clean and useable manner after each use which includes the removal and proper disposal of trash. If either Party fails to adhere to the provisions in this section, that Party may be charged applicable fees and billed directly as an extra cost under this Agreement.

6. **REPAIRS.** The Parties agree that each Party shall be responsible for any damage, injuries, or harm caused by use of the other Party's Recreational Facilities. The Party using the other Party's Recreational Facilities shall repair, or cause to be repaired, or will reimburse the Party that owns the Recreational Facilities for the cost of repairing damage done to the Recreational Facilities of the other Party, other than ordinary wear and tear items.

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

7. **JOINTLY DEVELOPED FACILITIES.** Should the Parties agree to jointly fund and/or develop a facility, site-specific agreements would be developed to address details required for satisfactory design, construction, maintenance, repair, renovation, use, and other items which have not been anticipated in this Agreement.

8. **INDEMNIFICATION.**

8.1. **Indemnification of District.** To the furthest extent permitted by California law, City shall protect, defend, indemnify and hold harmless District, and its officers, agents, representatives, consultants, employees, trustees and volunteers ("District's Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suits, and actions ("Claims against the City") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connecting with or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the City in conjunction with this Agreement except to the extent that the Claims against the City are not caused by the negligence or willful misconduct of the District's Indemnified Parties. The District shall have the right to accept or reject any legal representation that City proposes to defend the District's Indemnified Parties.

8.2. **Indemnification of City.** To the furthest extent permitted by California law, District shall protect, defend, indemnify and hold harmless City, and its officers, agents, representatives, consultants, employees, trustees and volunteers (“City’s Indemnified Parties”) from any and all demands, liabilities, losses, damages, injury, claims, suites and actions (“Claims against the District”) of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants’ and/or attorneys’ fees and costs, directly or indirectly arising out of, connecting with or resulting from the performance the Agreement or from any activity, work, or thing done, permitted, or suffered by the District in conjunction with this Agreement to the extent that the Claims against the District are not caused by the negligence or willful misconduct of the City’s Indemnified Parties. The City shall have the right to accept or reject any legal representation that District proposes to defend the City’s Indemnified Parties.

9. **INSURANCE.** Each Party shall, during the Term, maintain in force the policies set forth in and required by each Party’s use permit policies. All policies, endorsements, certificates shall be subject to approval by the other Party’s Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

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

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

CITY
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attn: City Manager

DISTRICT
West Contra Costa Unified School District
1400 Marina Way South
Richmond, CA 94804
Attn: Associate Superintendent Operations

Notice shall be deemed effective on the date personally delivered or, if mailed, three days after deposit in the mail. Notice transmitted by facsimile shall be deemed effective on the following business day. Notice provided by overnight delivery shall be deemed effective the next business day after delivery by the overnight delivery service. The Parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph.

12. **ASSIGNMENT.** Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third Party, without the written consent of the other Party.

13. **NON-DISCRIMINATION.** Neither Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race,

color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.

14. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **VERIFICATION OF QUALIFICATIONS.** Each Party shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with each Party's duties or obligations pursuant to this Agreement or the use of the Recreational Facilities.
17. **FACILITY SUPERVISION AND STAFFING.** Each Party shall have sufficient responsible representatives present at all times at any event held on the respective Party's Recreational Facilities.
18. **FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS.** Each Party shall ensure compliance with the fingerprinting requirements of Education Code section 10911.5 for all employees, staff, and/or contractors who could have direct contact with minors, regardless of whether such individuals are paid or unpaid.
19. **DISPUTE RESOLUTION.** If a dispute arises that is related, in any way, to this, the Parties agree to attempt first to resolve the dispute through negotiations. If negotiations are unsuccessful, the Parties agree to mediate the dispute prior to initiating legal action.
20. **CALIFORNIA LAW.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in West Contra Costa County, California.
21. **PROHIBITED ACTIVITIES.** Use of tobacco products, intoxicants, or narcotics is prohibited in or about the Party's Recreational Facilities. Profane language, quarreling, fighting, and/or gambling is also prohibited.
22. **WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
23. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

24. **AMENDMENTS.** Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring the revision, and any amendment to the Agreement shall only be effective upon the mutual agreement in writing of both Parties hereto.
25. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
26. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intentions of the Parties hereto.
27. **SEVERABILITY.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
28. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
29. **APPROVAL.** The Parties agree that this Agreement shall not be binding on the Parties until the Agreement is approved by the District's Board of Education and the City Council.

DRAFT

IN WITNESS WHEREOF, this Agreement has been duly approved by Parties on the day and year hereinabove written.

APPROVED AS TO FORM:

CITY OF RICHMOND
A municipal corporation

City Attorney

Signature

Print Name
City Manager

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
A California public school district

Signature

Print Name
Associate Superintendent

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EXHIBIT A
DISTRICT RECREATIONAL FACILITIES

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EXHIBIT "A"

DISTRICT RECREATIONAL FACILITIES

WCCUSD	LOCATION	SITES
Caesar Chavez Elementary School	960 17 th Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Coronado Elementary School	2100 Maine Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Ford Elementary School	2711 Maricopa Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Grant Elementary School	2400 Downer Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Highland Elementary School	2829 Moyers Road	Multi-Purpose Room & Outdoor Playyards/Playfields
King Elementary School	4022 Florida Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Lincoln Elementary School	29 – 6 th Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Mira Vista Elementary School	6397 Hazel Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Murphy Elementary School	4350 Valley View Road	Multi-Purpose Room & Outdoor Playyards/Playfields
Nystrom Elementary School	230 Harbour Way South	Multi-Purpose Room & Outdoor Playyards/Playfields
Olinda Elementary School	5855 Olinda Road	Multi-Purpose Room & Outdoor Playyards/Playfields
Peres Elementary School	719 5 th Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Sheldon Elementary School	2601 May Road	Multi-Purpose Room & Outdoor Playyards/Playfields

Stege Elementary School	4949 Cypress Avenue	Multi-Purpose Room & Outdoor Playyards/Playfields
Valley View Elementary School	Maywood Drive & Meadowbrook Drive	Multi-Purpose Room & Outdoor Playyards/Playfields
Verde Elementary School	2000 Giaramita Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Washington Elementary School	565 Wine Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Wilson Elementary School	629 – 42 nd Street	Multi-Purpose Room & Outdoor Playyards/Playfields
Lavonya DeJean Middle School	3400 MacDonald Avenue	Multi-Purpose Room, Gymnasium Bldg. & Outdoor Playyards/Playfields
De Anza High School	5000 Valley View Road	Multi-Purpose Room, Gymnasium Bldg. & Athletic Fields
John F. Kennedy High School	4300 Cutting Boulevard	Multi-Purpose Room, Gymnasium Bldg. & Athletic Fields
Richmond High School	1250 23 rd Street	Multi-Purpose Room, Gymnasium Bldg. & Athletic Fields
Sylvester Greenwood Academy	715 Chanslor Avenue	Multi-Purpose Room & Gymnasium Bldg.
Alvarado Adult School	5625 Sutter Street	Multi-Purpose Room
Serra Adult School	6028 Ralston Avenue	Multi-Purpose Room
Fairmede Park	End of JoAnn Drive	Park/Fields
Hilltop Park (District ½)	Robert H. Miller Drive & Groom Drive	Park/Fields

EXHIBIT B
CITY RECREATIONAL FACILITIES

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CITY RECREATIONAL SITES

CITY FACILITIES	LOCATION
Barbara & Jay Vincent Park	End of Peninsula
Belding-Garcia Park	18th & Colinga
Booker T. Anderson Community Center and Park	S. 47th & Carlson
Boorman Park	S. 25th & Maine
Burg Park	30th & Clinton
Country Club Vista	Hilltop Dr./Parkridge
Hilltop Lake Park	Richmond Parkway & Lakeside
Hilltop Park (City 1/2)	R. H. Miller Dr. & Groom Dr.
Judge Carroll PK (Field House)	W. Cutting & Garrard
Kennedy Park	S. 41st & Cutting
La Moine Park	Morningside Dr.
Lucas Park	10th & Pennsylvania
Marina Bay Park	Regatta & Marina Bay Parkway
Martin Luther King Jr. Park	Harbor & Virginia
May Valley Center	Morningside Dr.
Mira Vista Park	Zara & Mount
Nevin Communtiy Center & Park	6th & Nevin
Nicholl Park	33rd & Macdonald
North Richmond Ballfield	Filbert & Verde
Parchester Park	Williams & Collins
Point Molate Beach Park	Western Dr.
Rain Cloud Park	Solitude Lane

Recreation Complex	33rd & Macdonald
Richard J. Boyd Park	Bissell & Curry
Shields Reid Community Center and Park	1410 Kelsey
Southside Park	6th & Virginia
Tiller Park	Key & Sierra
Wendell Park	24th & Wendell

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EXHIBIT C
DISTRICT FACILITY USE RULES

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West Contra Costa Unified School District



Facilities Use Policies and Procedures

2015-2016

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INTRODUCTION

Welcome to West Contra Costa Unified School Districts Schools!

West Contra Costa Unified School District is a public entity whose mission is to provide the best education possible to the children of our community located in the West Contra Costa Unified School District. Our classrooms and support facilities offer the best opportunity for educational success. Our community provides many activities outside of school hours for our youth, which require rooms and playing fields. It is the policy of the district to grant the use of its school facilities and grounds as civic center only through the District's on-line facilities use program and upon the terms and conditions set forth in Board Policy 1330 and this Administrative Regulation subject to the limitations, requirements, and restrictions set forth in current, applicable law. After school and on weekends the facilities are available for user groups with prior approval, proof of insurance and subject to fees.

This Facilities use Policies and Procedures is designed to lead user groups through the application process as well as clarify the District's expectations of groups who are permitted to use our facilities.

Facility Use and Rental

West Contra Costa Unified School District now uses www.Communityuse.com for outside user groups and www.Schooldude.com for district users, a user friendly, web-based program that will enable the public to request the use of district facilities through the internet. This will make it easy for you to submit permit applications and track their status.

If you have any Use Permit questions please contact Rina Prasad at (510) 231-1113 or email at: rprasad@wccusd.net

To register or access Community use: See Appendix H and I or go to:
www.communityuse.com/default.asp?acctnum=553378094

West Contra Costa Unified School District is updating fees for facilities use permits. As of October 1st, 2015 WCCUSD will update the fee structure. To develop the fee structure we compared the fees with neighboring districts and calculated the actual costs to the district for facilities use (see appendix G). These are comprised of **Direct Costs and Fair Market Value** for utilities, maintenance, furnishing, and equipment and direct staffing costs for custodians, security, technical support and kitchen staff.

With the updated fee structure:

- Anyone using WCCUSD facility outside of the regular school day must have a permit and must pay fees. This includes nonprofit groups, public agencies, and private or commercial users.
- WCCUSD staff, PTA, Scouts group and after school programs need a permit for their events and require custodial services.

FACILITY USE POLICIES AND PROCEDURES

I. WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GUIDELINES

Administrative Regulation 1330

- A. The Superintendent has delegated authority to the Assistant Superintendent of Business Services, or designee, to approve applications for the use of facilities. All Applications must be submitted on-line and approved by the District's Facilities Use Office.
- B. If any group activity results in the destruction of school property, the group may be charged for an amount necessary to repay the damages, and further use of facilities may be denied.

II. CODE OF CONDUCT FOR ALL FACILITY USERS

- A. When a facility use activity will not begin immediately after classes are dismissed for the day, children must not be left unsupervised waiting for the activity/class to begin. Staff is not available to supervise children after the close of the school day.
- B. We have high expectations for the conduct of users of all District facilities. This includes students, coaches, parents, guests, by-standers and anyone else in attendance at a facility use event. If these expectations are not met the individuals, including the group associated with the individual's poor conduct may have their facility use permit revoked. It is incumbent upon each group to supervise themselves and not allow inappropriate behavior. The following are examples of behavior that will not be tolerated by the District:
 - 1. Poor sportsmanship
 - 2. Profanity
 - 3. Fighting (verbal or physical)
 - 4. Abuse (verbal or physical)
 - 5. Inappropriate behavior toward children, referees, and coaches
 - 6. Harassment or sexual misconduct
 - 7. Gambling
 - 8. Tobacco, alcohol, drugs and firearms are strictly prohibited on all school district property including parking lots fields and buildings and on the sidewalks and boulevards surrounding the District property.
 - 9. Trespassing onto neighbors properties
 - 10. Any inappropriate activity should be reported to the appropriate District representative as soon as possible. The matter will be investigated and determined whether the permit should be revoked.

III. USER GROUP CLASSIFICATIONS

The priorities and fee structure for renting facilities will be determined by the District for any *Use of Facilities* requests other than school district instructional and related activities based on the following classifications. Additional fees beyond rental fees may be required for all users.

A. No Cost: School activities generated by School District personnel or volunteers for purposes directly related to the education and enrichment of School District students, as directed or approved by District administration, and/or for the purpose of employee gatherings related to the operation of the District. Users in this classification include:

- School employees in the performance of their duties
- PTA or other school-associated parent/teacher/student associations
- Student Body clubs

Groups in this category may also be subject to direct cost if their use requires additional District personnel or work hours to be assigned (e.g., weekend, holidays, or other days when the facility may otherwise be closed).

B. Direct Cost: Direct cost rent is defined as an estimate of those costs of supplies, utilities, custodial services, building maintenance, services of any other District employees, and salaries paid to District employees as a result of the organization's use of the school facilities and grounds of the District. Users in this classification include:

- Civic and service groups (e.g., Rotary, Chamber of Commerce, League of Women Voters) whose purpose, through the use of school facilities, is to improve the general welfare of the community, and whose net receipts are expended for welfare of the youth or other charitable purposes (e.g., foundations, scout troops, booster clubs, supervised recreational activities, religious organizations or churches, local governmental agencies, city and/or county services).
- Conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization which has no suitable meeting place for the conduct of services while meeting.

C. Fair Market Rent: Fair market rent represents a rate for commercial activity, regardless of where profit is generated within the organization.

- Rentals where admission or participation fees are charged, or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the District or for charitable purposes.
- This fee structure may apply even to "nonprofit" organizations where organizers, activity supervisors, coaches, etc., draw salary from the activity or organization, and participation fees are received from students or adults.

D. Use of Fees: The first use of rental fees is to provide for the direct costs associated with making facilities available to community users. Outdoor facility rental fees are used to supplement the maintenance and operations budget of the District. Indoor facility rental fees are used at the discretion of the District.

IV. APPLICATION PROCEDURES

A. Application:

Complete the application on-line using the following web site:

<http://www.communityuse.com/default.asp?acctnum=553378094>

Follow instructions on: Refer to Appendix H & I

- How to Create a Log In
- How to Login and Submit a Request for Facility Use at WCCUSD

The application is routed to the site for the Site Administrators approval.

The application process should start at least 4 weeks prior to date. Fifteen days prior to use, the Facility Use Office, must have the required insurance certificate, Additionally Insured Endorsement and payment for the use before the permit can be released. It is the responsibility of the applicant to make sure all requirements are met. This request, when approved, becomes the permit to use facilities of the West Contra Costa Unified School District. In house applications are not valid.

- B. Only applications originating with established and responsible organizations shall be considered.
- C. Requests are reviewed and approved by the following:
- Site Administrator confirming space availability, on behalf of the individual school and
 - The Facilities Use Office
- D. The application is first reviewed by the school site, which will determine if the facilities requested are available. After the school site has provided an initial approval of the request, the request will be routed to the Facilities Use Office for final approval prior to the requested date. **You must have final approval from the Facilities Use Office prior to the scheduled event.** All applications must be received in the Facilities Use Office 15 days prior of the requested date.
- E. All school-related activities will be given priority in the use of facilities and grounds under the Civic Center Act. When school activities take preference over scheduled activities, a fifteen days (15) notice will be given so that the cancelled groups can be rescheduled. Public agencies within the district will have second priority. Thereafter the use shall be on a first-come, first-served basis of complete request.
- F. A complete request consists of 3 things:
- An approved online request through the District Web site (fully routed and approved by the Facilities Use Office)
 - Proof of insurance and endorsement approved by the Facilities Use Office

- Payment for the use of facilities based on estimate. If the use of facilities exceeds time indicated on permit, the District will bill the difference.
- G. All permits expire on June 30th of each year (end of district's fiscal year) and a new request must be submitted.

- H. Permit Fee. A permit fee shall be paid fifteen (15) days prior to event.
1. School-related groups (No Cost users) – No processing fee required
 2. Civic and service groups (Direct Cost users) - \$22.00
 3. Commercial, for profit groups (Fair Market users) - \$22.00

- I. Certificate of Insurance Requirements. Applicant agrees to procure and maintain required insurance limits during the life of their approved facility permit. **The West Contra Costa Unified School District shall be named as certificate holder. An endorsement page naming West Contra Costa Unified School District as an additional insured must accompany the certificate of insurance. The certificate of insurance and the endorsement page must be received at least fifteen (15) calendar days prior to the use of the district facility.** Failure to provide both documents will result in the cancelation of the facility permit. The proper required limits are listed below:

Liability	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Fire Damage	\$100,000
Medical Expenses	\$5,000

- J. Hold Harmless. In making an application for use of facilities, all users agree to defend, indemnify and hold harmless the district, its officers, employees and agents from any and all injuries, losses or damages, including damage to district property, which may result or arise in any way out of their use of the facilities, negligence of the user group, its officers, employees or agents. All groups or organizations using District facilities will be required to **Agree to the Terms and Conditions.**

- K. Advance Payment. **Advance payment in full is required at least fifteen (15) calendar days prior to the event; if not received, the event will be cancelled.**

- L. Changes or Cancellations. The renter may make changes to or cancel a request up to fifteen (15) calendar days prior to the event. All changes or cancellations must be submitted in writing (hard copy or email) to the Facilities Use Coordinator at the District Office.

- M. Revocations. The District may revoke permits without prior notice in extreme circumstances when the need of the property for public school purposes has subsequently developed. Advanced notice, as much as possible, will be given to the user.
- N. Refunds. Refunds will be provided up to fifteen (15) calendar days prior to the event; cancellations after the fifteen-day period will NOT be refunded.
- O. Permit Transfers. No permit shall be transferred or assigned to any person or group.

V. GENERAL PROCEDURES AND POLICY

- A. Authority: The district Facilities Scheduling Office has the sole authority to grant use of the school facilities at each school. If a conflict scheduling should arise, the Facilities Scheduling Office shall have the authority to reschedule or cancel a community group for any reason the office deems necessary.
- B. Priority: The schools will have first priority for use of school facilities. Public agencies within the district will have second priority followed by non-profit organizations providing community recreation programs.
- C. Permits: All users including school related groups must file a facilities use permit. Permits for advance schedules use, during the school year (July 1st to June 30) applicants must reapply for new permits annually to continue using facility.
- D. Special Arrangements. A *Use of Facilities* permit does not authorize the use of certain District, school, or student body equipment. Arrangements for supervision and operation of any equipment shall be made by the applicant with the Facilities Use Coordinator. Applicant will be liable for any damage or loss of equipment during facilities usage.
- E. Structures. No structures (including tents), whether permanent or temporary, may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the administrator or Maintenance and Operations Department.
- F. Fireproofing. The district may request the fire department to verify certification of fireproofing at the renter's expense
- G. Automated External Defibrillator (AED). Some District facilities are equipped with AEDs. Any use of District AEDs requires the appropriate certification as prescribed by current California Law.
- H. Vehicles/Parking. No modifications to site parking provisions will be allowed, except District-approved signage. **All vehicles will be operated on paved driveways and parking lots only; parking on paved play areas, fields, or in marked fire lanes is prohibited.**

- I. Indoor Facilities. For all facilities that are lockable and connected to an alarm system (e.g., library, gymnasium, secured outdoor athletic facilities), there must be a custodian or District representative on site for all events. The District's site employee shall unlock and check-in the user at the beginning of the event, clean, check-out the user and lock the facility at the end of the event. In the event the activity requires additional personnel for support, only District employees shall be utilized. The rate of pay will follow the fee schedule. Payment directly to District employees is prohibited.
- J. Classrooms. Classrooms are the professional workspace of WCCUSD certificated teaching staff. They are available for student enrichment purposes with the express approval of the school site principal. All individuals working with or teaching students on the campus must complete the following prior to any student contact:
1. Mandated District fingerprinting
 2. Required proof of insurance
 3. Payment of applicable fees
- K. District Restroom Facilities. Arrangements for restroom use must be made at the time of application. A custodian or District representative must be present during the entire event. Additional fees may apply.
- L. Smoking/Tobacco Products. Smoking or tobacco products are not permitted on District property.
- M. Alcohol. No alcoholic beverages are allowed on district property.
- N. Prohibited Activities. Activities or affairs which require heavy maintenance or crowd control, such as swap meeting, wedding, parties, dog show, rock bands, commercial advertising, use of any smoke machines, etc. are prohibited.
- O. Revocation of Permit. Any violations of law, District policy and/or procedure will result in the immediate revocation of the *Use of Facilities* permit and removal of the group from District property.
- P. Violations. Applications will be denied if past use by an organization has resulted in violation of Board Policy, inconvenience for school use, damages to property, consistent lack of supervision, adverse behavior or non-payment of fees.
- Q. Security. Key control and security code control are mandatory. Under no circumstances is a non-District individual or student authorized to be in possession of keys to District facilities or have knowledge of security codes unless authorized in writing by the Superintendent. District master keys must be secured to the greatest extent possible and never loaned to students or non-employees.

- R. Candles/Open Flames. The use of open flames such as bonfires, candles, incense, fireworks or any incendiary device is forbidden. Decorations must be flameproof and shall be erected and taken down in a manner not destructive to school property.
- Special Note: Indoor and Outdoor food preparation, including barbecues, is not allowed unless the appropriate health permits are obtained from the Contra Costa County Environmental Health Division and the appropriate approvals pertaining to Community/Cafeteria Kitchen Access are obtained from the Facilities Use office at WCCUSD.
- S. Fundraisers. All fundraisers must be approved by the Board of Education pursuant to section Cal. Ed. Code §51521. For specific details regarding fundraising activities refer to WCCUSD Administrative Regulation 1321.
- T. Catering. Kitchen facilities at secondary schools are not available for use by community groups and food cannot be prepared at the schools unless one or more district food service personnel are employed to supervise. A rental fee will be charged in addition to the facility use fee. In such cases, an additional \$250 refundable property damage deposit is required to cover possible damage or theft.
- U. Gymnasiums: Gymnasiums may not be used for dances. The serving of refreshment is prohibited in the gym.
- V. Due Dates for Fees: All monies for facility use, rental, custodial fees, etc., must be in the Facilities Scheduling Office at least 15 days before the scheduled time for use.
- W. Signs and Fliers. No signs are to be posted except as approved by the site administrator and District's Facilities Use Coordinator. The user may post approved temporary signs or banners during the hours of use. Advertising or sponsor signs will not be allowed. All fliers must be approved and stamped by a WCCUSD Executive Director prior to printing and distributing.
- X. Gambling. Facilities may not be used for any gaming or gambling purposes (e.g., raffles, bingo).
- School entities, including student clubs, are not authorized to participate in raffles because unlike the local PTA, they are not a nonprofit organization exempt from state tax and defined in the Franchise Tax Code.
 - In order for a group to be able to hold a raffle they need to be a tax-exempt nonprofit organization with an approved tax identification number pursuant to California Revenue and Taxation Code §23701(d). The organization must have been approved to do business in California for at least one year and must register with the Attorney General's Registry of Charitable Trusts.
 - Drawings may be considered raffles, and should not be held by school group who do not meet the requirements of a tax-exempt nonprofit organization.
- Y. Animals. Animals are permitted on school grounds for instructional purpose and when operating in the capacity as a "service animal". Special circumstances may also be

considered regarding the allowance of animals on school grounds. Please contact the District Facility Use Coordinator for additional information.

Z. Post-Event Adjustments. Adjustments will be made for additional costs incurred or refunds for actual custodial costs based on the form *Verification of Charges for Community Use of School Facilities*. In addition, applicant will be billed for any damage or vandalism caused by their use of the school facilities.

AA. Damage to Facilities: Any damage caused by applicant during the use of District Facilities will be the responsibility of the applicant for full payment of all repairs to the damaged facility. An invoice for damages will be sent to applicant for payment. Failure to comply will result in permanent loss of use by applicant at any District Facility for the future.

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VI. FIELD AND ATHLETIC FACILITY USE

- A. Field Availability.** Fields will not be available for games or practices on the following occasions:
1. During school hours
 2. Holidays
 3. If schools are under construction or repair, fields may not be available due to safety issues. This decision will be at the sole discretion of District administration.
 4. All closed facilities

Field Use - Rainy Days

There will be no play on a field if conditions of the sod are such that a footprint leaves an impression in the turf or if the sod is removed easily with a cleat. This is considered a wet field.

A. Improvements and Upkeep on Fields by Facility Users

1. A user group may use District soccer goals and any athletic equipment with site approval. Any additional goals and athletic equipment will be portable and provided by the group. The equipment will be marked legibly and the group will provide documentation to determine ownership and will need the principal's prior approval. A principal may deny the request. During the season when goals are not in use they must be chained to a fence. During the off-season the portable goals must be removed from the field
2. Many facility users work to improve the sites they use. We want to continue to encourage that partnership. Prior to beginning any improvement a written plan must be submitted to the Facility Use Office for consideration. The written plan will be evaluated by the District's M&O Department. The written plan will be sent back to the user indicating approval or not.

B. Restroom Facilities/Portable Toilets. Users of outdoor facilities shall have the option of using District restroom facilities or making separate arrangements for renting portable toilets from an outside vendor. If choosing to use District restroom facilities, a District representative must be present during the entire event and the appropriate fees for this service must be paid prior to the event. If the renter chooses to rent portable toilets, the renter assumes full responsibility. The renter must provide a copy of the rental agreement to the District Office at least one working day prior to the event. The rental agreement must specify the cleaning schedule and date of removal of the portable toilets. The renter must secure the portable toilets to the greatest extent possible.

C. Locker Room. Use of locker rooms require custodian to be present. Locker room use must be approved by site principal. Additional fees may apply.

D. Press Box, Public Address, and Score Board The use of the Press Box, Public, Address System, and scoreboard will not be available unless approved by the site principal. A district employee may be required to open the press box and operate the system.

E. Snack Bars and Concessions. A district employee will be required to open and close and additional charges will apply.

F. Trash Removal. All field user groups are responsible for picking up any litter left on the fields and removing the trash bags from the site. Additional fees may be assessed if the District requires staffing above and beyond the original Facilities Use agreement.

G. Gymnasium Use.

1. No food or drink is allowed.
2. Only soft sole shoes may be worn; no high heels.
3. No locker room, stage or music room use allowed unless approved by a permit.
4. No scoreboard use is allowed unless approved by the school administrator.
5. The bleachers will be either opened or closed. Specify preference on the application or it will be assumed that they will be opened.

VII. THEATRE USE

A. General Theatre Procedures

Additional site specific procedures may apply. Please refer to the Appendix D & E for site specific policies.

1. The School District (at their discretion) may require additional security at the applicant's cost depending on the type and scope of the event.
2. Approved events, presentations, rehearsals, and/or production arrangements are binding and may only be modified at the District's discretion.
3. Applications need to be submitted 8 weeks in advance, applications are considered on a first come first served basis. Priority is always given to the District's users first for theater rentals. Renters may then be scheduled around the District's events, productions, or presentations.
4. All users must provide a description of their presentation/production during a prior arranged consultation with the Technical Theater Manager.
5. All presentation/production content must be in compliance with
Cal. Ed. Code §38131(b) and the Usage Policy of the consulted theater space.
6. All fees must be paid 15 days prior to the event to avoid being canceled.
7. The technical theater manager or site administrator, a WCCUSD employee are required to be present for all theater events, productions, or performances
8. No food or drinks are allowed in the theater, classrooms, or adjoining facility spaces at any time. In some cases, written permission must be given for food/drink to be allowed in green room areas if applicable.
9. All theater equipment, curtains, scenery, props, and costumes must be fire retardant. The district may request the fire department to verify certification of fireproofing at the renter's expense. Fire codes will be strictly enforced at all times. During the consultation, this must be arranged ahead of time.
10. All theaters, adjoining rooms, and classrooms adhere to a strict "as is where is" policy. Any group using an auditorium or stage shall not disturb, move or change any existing equipment except with the permission of the site administrator and under the supervision of the site employee who is in charge of the facility. A walkthrough shall be documented before and after a permit with the technical theater manager to ensure these policies are followed.
11. All theater hallways and exits should remain free of equipment and debris at all times to ensure safety of renters, audiences, and WCCUSD staff.
12. The group or renter may cancel its facility use permit by written notice delivered to the Theater Manager or WCCUSD at least thirty (30) days prior to the start of the permit without further financial obligation to the District facility. The consultation fee is **not** refundable. If said application is canceled less than thirty (30) days prior to the permit start date, the renter/group must pay the full amounts owed.

VIII. CAFETERIA AND COMMUNITY KITCHENS

Use of school kitchens may be granted to eligible groups when such use will not interfere with the regular school food services program. When the kitchen area is used, a food services employee must be assigned to ensure sanitation, safety, and proper operation of equipment. This employee will act in a supervisory capacity only. The organization using the facility is responsible for preparation and cleanup. The rate of pay will follow the fee schedule. Payment directly to the District employee is prohibited.

Cafeteria Kitchen rental includes food presentational areas and the use of cafeteria dining areas with limited use of kitchen facilities such as sinks and power outlets. The following equipment is excluded from Cafeteria Kitchen use: ovens, stovetops, refrigeration units, ice machine and all other food preparation equipment.

Community Kitchen rental includes access and use of cafeteria dining area and food preparation areas including food preparation equipment (with appropriate District supervision). Community Kitchen use requires the appropriate health permits from the Contra Costa County Environmental Health Division and the appropriate approvals from the WCCUSD Facilities Use Office at the time of application.

A. Cafeteria Kitchen Use

1. Cafeteria Kitchens are not available during the school day
2. Authorization to use the Cafeteria Kitchen area does not authorize the adjacent or nearby Community Kitchen and the equipment including the refrigerator space and oven use.
3. A custodian is required to unlock the Cafeteria Kitchen, inspect that the facility was left clean, and will remove trash and lockup the Cafeteria Kitchen.
4. The custodian will report to the school and to Facility Use if a group does not leave the Cafeteria Kitchen Clean
5. No food, utensils, paper product, pots and/or small appliances may be stored in the Cafeteria Kitchen
6. Groups who do not follow the policy may not be allowed any future Cafeteria Kitchen Use. Kitchen facility may only be used for heating water and coffee.

B. Community Kitchen

1. Food preparation at schools will require supervision by district food service personnel.
2. A rental fee will be charged in addition to the facility use fee.
3. In such cases \$250 refundable property damage deposit is required to cover possible damage or theft.
4. Community Kitchen use requires the appropriate health permits from the Contra Costa County Environmental Health Division.

IX. OUTDOOR COOKING – Barbeques

Food Preparation at schools requires appropriate health permits from the Contra Costa County Environmental health Division

A. Barbeque Safety

1. BBQ grill must be no less than 36" from the ground.
2. BBQ's must be placed at least 50 ft. from all school buildings.
3. No Barbeques are permitted on the All Weather Fields and Tracks.
4. Students should never be allowed near the BBQ coals and should be supervised at all times by adults.
5. BBQ coals should be thoroughly extinguished with sand or water, and coals should be disposed in a metal trash container. Do not mix extinguished coals with paper or other combustible trash.
6. Students should not be asked to extinguish or dispose of BBQ coals at any time.
7. Empty propane canisters may not be disposed of in school trash and must be removed by the user group.

B. Post-Barbeque Procedures

1. Portable BBQ pits must be removed from district property after the BBQ
2. Substances used to ignite coals must be removed from the district property after the BBQ.
3. Any incidents or property damage as the result of a BBQ must be reported to the district's Risk Management Liability Office. If you have, any questions please call (510) 231-1134.
4. Please inform all district staff, volunteers, and public regarding the above-mentioned requirements for BBQ's on district property.

X. LONG TERM RELATIONSHIPS

In order to better define the relationship between the District and long-term community user groups, the District may formalize the relationship between these groups and the District through a series of Memoranda of Understanding (MOU) or licensing agreements.

EXHIBIT D
CITY FACILITY USE RULES

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COMMUNITY SERVICES DEPARTMENT
RECREATION AND NEIGHBORHOOD SERVICES DIVISION

COMPREHENSIVE RENTAL POLICY

FOR ALL COMMUNITY SERVICES DEPARTMENT
RECREATION AND NEIGHBORHOOD SERVICES DIVISION
FACILITIES

REVISED OCTOBER 2021

EXECUTIVE SUMMARY

The enclosed Comprehensive Policy and guidelines were developed to be applied for the rental of all Community Services Department/Recreation and Neighborhood Services Division facilities and parks.

The Richmond Community Services Department/Recreation and Neighborhood Services Division has developed the enclosed fee schedule revision for the city's parks and recreation facilities.

This revised fee schedule was adopted by the Richmond Community Services Department/Recreation and Neighborhood Services Division effective July 01, 2019, and is included in the City's Master Fee Schedule, as approved by City Council on the dates as listed below. (Ordinance No. 10-17 N.S. City of Richmond Master Fee Schedule)

- Revised Fee schedule approved by City Council effective October 01, 2021
- Revised Fee schedule approved by City Council effective September 01, 2019
- Last increase implemented- July 01, 2019
- Revised Fee schedules approved effective July 26, 2018
- Revised Fee schedule approved by City Council effective July 01, 2016

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COMPREHENSIVE RENTAL POLICY & FEE SCHEDULE

OVERVIEW

The City of Richmond, Community Services Department/Recreation and Neighborhood Services Division seeks to provide all applicants a suitable public meeting space and services in all facilities under our care. The City of Richmond continues to move toward a program to recover associated operating costs and to fund replacement needs. The policies and fee structure are in place to encourage use, while allowing the citizens of Richmond to recover some associated costs for rental of public property. Fees are based upon surveys of other like facilities, parks and auditoriums. Fee Schedules will be found at the end of this document. Fees are set in accordance with City Ordinance, Chapter 2.34 Fee & Services Charge, Revenue/ Cost Comparison System Principal of Cost Recovery.

It is the objective of the Community Services Department/Recreation and Neighborhood Services Division to work with agencies and organizations to allow their participation in covering the cost of their facility use by providing programs, supplies and field improvements, rental, and upkeep.

POLICY AND FEE REVIEW

The Community Services Department/Recreation and Neighborhood Services Division will be responsible for assessing and evaluating the policies and fees of the City's rental of City Facilities. Annual or bi-annual recommendations of the Community Services Director or designee regarding changes in fees and procedures will be submitted to City Council for review.

The recommendation of the Community Services Director or designee shall be submitted to the City Council for approval.

FEES, PROCEDURES AND FACILITIES NOT COVERED IN THIS DOCUMENT:

Those fees and procedures not covered in the Fee Schedules shall be addressed by the Community Services Director or designee for the Community Services Department/Recreation and Neighborhood Services Division. Such procedures may be handled administratively through the City Manager, or designee, until such is confirmed by the City Council during the normal Policies and Fee Schedule approval process. (Ordinance No. 10-17 N.S. City of Richmond Master Fee Schedule)

COMPREHENSIVE RENTAL POLICY & FEE SCHEDULE

RENTAL POLICY

This section describes the policies applicable to short-term rental of
**RICHMOND COMMUNITY SERVICES DEPARTMENT/RECREATION AND NEIGHBORHOOD SERVICES
 DIVISION FACILITIES.**

I. FACILITIES

- a. The Community Services Department/Recreation and Neighborhood Services Division programs and sponsored events will not be assessed a rental fee.
- b. City of Richmond Departments and City of Richmond sponsored events will be assessed rental fees at 50% of the packaged rate plus any appropriate staffing and/or "out of pocket" costs.
- c. **MULTI-DAY DISCOUNT RATE-** A five percent (5%) discount will apply for multi-day use events. This discount will apply only to the Packaged Rate and not on extra fees and will generally require a minimum of two (2) consecutive day booking to qualify. Exceptions- Not to be combined with other discounts, and not applicable to Park rentals.

A. CONVENTION CENTER

The Richmond Memorial Convention Center located in the Civic Center Plaza is suitable for large events such as: Concerts, Sporting Events, Religious Programs, Banquets, Dances, Weddings, Receptions, Conventions, Exhibits and Trade Shows- Special events (**City Ordinance No.05-21 N.S. Section 10.32.040**).

1. CONVENTION CENTER PACKAGED RATES:

All auditorium applicants will pay a base rental packaged rate.

2. CONVENTION CENTER COMPLEX RATE:

Events that use the entire Convention Center Complex will be charged a rental fee based on a Packaged Rate, which excludes the use of Dressing Rooms and the Kitchen.

3. CONVENTION CENTER HOURLY RATE:

Use of the Auditorium for less than a day will be charged a Packaged Rate. This will include a four (4) hour minimum charge. The Department will additionally charge a fee of \$1.00 per estimated attendee for Ticket Sales and Admissions, and Concession Sales to be collected in advance.

4. TERRACE ROOMS RENTAL RATES:

Fees are based on an hourly base Packaged Rate with a three (3) hour minimum.

5. DRESSING ROOMS RENTAL RATE:

Dressing Rooms and the Band Chorus Room will be charged per unit. The Headliner room will only be used by the City Community Services Department/Recreation and Neighborhood Services Division or by agreement with the Department. Applicable fees and deposits will be assessed.

6. MARQUEE:

Events may be advertised on the Marquee prior to any event. City of Richmond events may take precedence over any contracted event. Advertising is generally limited to ONE WEEK ONLY AND AS SPACE IS AVAILABLE. A weekly fee will be charged.

7. EXTRA FEE EQUIPMENT AND SERVICE ITEMS:

Additional items not included in the base Packaged Rate will be charged as an "Extra Fee". These items include tables, chairs, risers, piano, AV equipment, podiums, ramps, ballroom & spotlights, photocopy, janitorial supplies, wet bar (portable), fixed bar, kitchen. All other equipment shall be priced minimally at the market price.

COMPREHENSIVE RENTAL POLICY & FEE SCHEDULE

<p>8. SPECIAL EQUIPMENT AND SERVICES:</p> <p>Specific equipment, staging, electrical, sound, catering, decoration, telephone and other services not included in the basic facility set-up will be the sole responsibility of the renter. Use of the stage must be arranged separately from the rental agreement.</p>	
<p>9. SECURITY:</p> <p>The development of an adequate security plan and provision of event security personnel is the responsibility of the renter. The plan must be approved in writing by Richmond Police Department 14 days prior to the event. The cost of all security is the sole responsibility of the renter. Security provided by renter must be licensed by the State of California. If deemed necessary by the City, the renter will be required to defray the cost of one or more police officers and a sergeant as a part of the security requirement based upon the salary rates and requirements in effect for the Richmond Police Department.</p>	
<p>10. CONTRACTED ATTENDANT:</p> <p>The minimum required Attendant is included in the Packaged Rate. Additionally, the renter will be required to pay for additional Attendant(s) that may be required 'as needed' as determined by the Manager of the Facility. The cost(s) is based on the Attendant Fee per hour as listed in the Extra Fee Schedule</p>	
<p>11. CONTRACT COMPLETION REFUND POLICY:</p> <p>All refunds will be completed after a condition report has been received from the staff of the Community Services Department/Recreation and Neighborhood Services Division. This condition report will be required after each use and will include a report on damage, proper use of equipment, theft, vandalism and time compliance to contract.</p>	
<p>12. LONG-TERM OR REPETITIVE USE CONTRACTS:</p> <p>Customers who wish to rent any city facility in excess of 12 days per year shall be allowed to negotiate a long term contract. This contract must meet the minimum fees for basic services but allows for maximum reductions up to ten percent (10%) of base rental fees based upon the number of rentals and type of use. All other fees for equipment and services will be charged as outlined in the fee schedule.</p>	
<p>13. SET UP AND CHANGE OF SET UP:</p> <p>Renter will be responsible to provide a floor set up plan with tables, booths, and chairs, etc. Any change within five (7) days of the event will result in a \$150.00 change order fee</p>	
<p>14. REVENUE SHARING/ CONCESSIONS:</p> <p>The city will charge a \$1.00 per ticket sold or admission price and Concession fees based on the estimated number of attendees.</p>	
<p>B. COMMUNITY CENTERS</p>	<p>When not required for the recreation programs, Community Center facilities may be rented for meetings and social events.</p>
<p>C. GYMNASIUMS</p>	<p>The gymnasiums may be rented for athletic use, meetings, or social functions. The fee charged will be based upon the event type.</p>
<p>D. SWIM CENTERS</p>	<p>When not used for Community Services Department/Recreation and Neighborhood Services Division programs, the Swim Center lanes may be rented for various events.</p>
<p>E. ATHLETIC FIELDS AND COURTS</p>	<p>A reservation and permit are required for exclusive use or by groups of 10 or more. The permit stipulates the times and conditions of use. Field maintenance fees are specifically for league play and practice. A "league" is defined as any six (6) or more games within a rental.</p>

COMPREHENSIVE RENTAL POLICY & FEE SCHEDULE

<p>F. PARKS AND PICNIC AREAS</p>	<p>Reservation and permits are required for exclusive use of parks or picnic areas within parks. The permit stipulates times and conditions of use. Extra fees may be charged for sound permit, jumpers, and related equipment. A "Special Event Permit" may be required.</p> <p>Portable toilets are not available at all City Park facilities. It is the renters' responsibility to secure adequate portable toilets for their own use. An ADA accessible portable toilet is required for community events.</p> <p>RIDING IN PARKS: Riding a bicycle, motorcycle or motor scooter in parks is prohibited. Riding horse, donkey or other animal in parks is regulated. It is unlawful for any person to ride any horse, donkey or animal capable of being ridden in any city park, playground or play lot unless there has been posted on the authority of the Community Services and Parks Division, a sign or signs in such park, playground or play lot indicating that such activities are permitted. (City Ordinance No.11.08.010, 11.08.011)</p>
<p>G. CIVIC CENTER PLAZA, PARKS AND PARKING LOTS for Festivals or "SPECIAL EVENTS"</p>	<p>Reservation permit & "Special Event Permit" are required for exclusive use. The permit stipulates times and conditions of use. Extra fees will be charged for sound permit, jumpers, and related equipment and/or services requested or requirements. (City Ordinance No.05-21 N.S. Section 10.32.040)</p>
<p>II. DEFINITION OF "RESIDENT"</p>	
<p>A resident is an individual who resides in the City of Richmond. A resident group is one in which 51% or more of its members are residents of the City of Richmond.</p>	
<p>III. RESERVATIONS</p>	
<p>a) All reservations are tentative until a contract is signed and the required deposit is received. A tentative booking without a deposit will be held for a maximum of 14 days (2 Weeks or 10 business days) from the date of tentative booking.</p>	
<p>b) A contract signed by Renter and a deposit paid will hold a reservation until 30 days prior to the first date booked for the contract.</p>	
<p>c) ALL fees must be paid 30 days prior to the event.</p>	
<p>d) If a reservation request is made less than 30 days in advance, the department will attempt to process such requests, subject to staff and facility availability. Late fees will apply.</p>	
<p>IV. DEPOSITS</p>	
<p>a) Full deposit payments are required for all reservations. No partial deposit payments will be accepted.</p>	
<p>b) Exceptions: Fifty percent (50%) deposit required for non-profit organizations with a valid 501C3 document.</p>	
<p>c) The required deposit amount is listed in the FACILITY FEE SCHEDULE AND LISTING. In addition, a Field Maintenance fee is required for ongoing field rentals</p>	
<p>d) The Rental Damage Deposit will be refunded to the applicant after the conclusion of the rental activity, if there are no additional fees assessed for any costs associated with the event,</p>	

COMPREHENSIVE RENTAL POLICY & FEE SCHEDULE

including, but not limited to, additional rental fees, security costs, facility damage, excessive clean-up, administrative costs, etc..	
e) If damages or excessive clean-up is required, a delay receiving the rental deposit refund is likely in order for the City to collect full information on all costs incurred. Refunds generally take a minimum of 30 days and will be by Check only which will be mailed by the Finance Department.	
V. EXTRA FEE EQUIPMENT AND SERVICE ITEMS	
Additional items not included in the base Packaged Rate will be as follows:	
<ol style="list-style-type: none"> 1. Additional equipment requests will be charged an "Extra Fee." 2. All other Services not covered under the Packaged Rate will be assessed Extra Fees. 	
Note: Refer to Facility Fee Schedule and Listing (pages 12-17).	
VI. INSURANCE	
Insurance is required for:	
<ul style="list-style-type: none"> ▪ All facility rentals ▪ Park Events, and Athletic or Sports Events ▪ Block Parties, Rallies and Marches ▪ Events that utilize potentially hazardous equipment such as Jumper, large sound equipment, climbing wall, or baptism tank on City property ▪ Service or sale of alcoholic beverages on City property 	
<p>Proof of insurance may be either of the following:</p>	<ul style="list-style-type: none"> ▪ Certificate of Insurance" demonstrating a comprehensive general liability coverage listing "The City of Richmond, it's Council, Community Services and Parks Department and their officers, employees, and agents "as additional insured", with a limit of liability not less than \$1,000,000 combined single limit for personal injury and damage to property. ▪ "Special Events Insurance," available through private insurance agents. <p>(City Ordinance No.05-21 N.S. Section 10.32.070)</p>
VII. ADDITIONAL PERMITS	
Certain activities require special permits in addition to a rental agreement.	
NOTE: Block parties have slightly different requirements. Permits for block parties require a "Special Event Permit" application to be completed. Permit Fees are assessed.	<p>Refer to Special Event Permit requirements.</p> <p>(City Ordinance No.05-21 N.S. Section 10.32.040)</p>
A. ALCOHOLIC BEVERAGES:	
The City of Richmond does not allow alcoholic beverages to be served in the park. The only exception to serve and/or sell alcohol in City of Richmond parks is by special arrangement for city sponsored/collaborative events.	
A City of Richmond 'Special Event Permit' is required to serve alcoholic beverages in a park. To sell	

COMPREHENSIVE RENTAL POLICY & FEE SCHEDULE

<p>alcoholic beverages in a park, a 1-day license from the Department of Alcoholic Beverage Control is required. (City Ordinance No.05-21 N.S. Section 10.32.040 & 10.32.070)</p>	
<p>To obtain a permit from the City of Richmond, an applicant must complete a security plan and obtain a letter from the Richmond Police Department to obtain an ABC license and the appropriate fee to the Department of Alcoholic Beverage Control in Oakland. The applicant must pay all related security costs recommended by the Richmond Police Department</p>	
<p>If a Renter requests the option to serve or sell alcoholic beverages at an event, a daily permit fee will apply. Alcohol may be served or sold by permit at the Convention Center only. The applicant must submit a copy of the one-day special license to the Department prior to the event. The license must be clearly displayed at the event. If the permit is not displayed, the city may close the event at any time.</p>	
<p>Alcoholic Beverages- Requirements and Rules Applicable Facility Convention Center or Richmond Auditorium only</p>	<p>1. Alcohol may not be sold or consumed at any officially designated youth event or generally known by nature of the event to include a significant number of under-aged attendees.</p>
	<p>2. Only adults (21 and older) may consume alcoholic beverages on the premises.</p>
	<p>3. Only adults (21 and older) may be served alcohol.</p>
	<p>4. Alcohol service must end at 11:00 p.m. and one (1) hour before event ending time.</p>
	<p>5. Only adults (21 and older) may serve alcohol.</p>
<p>B. FOOD SALES</p> <p>If the Renter plans to sell food at an event, they must notify the Community Services Department/Recreation and Neighborhood Services Division at the onset of the booking process. They must obtain a Food Handlers Permit from the Contra Costa Environmental Health Department, (Tel: 925 692 2529) and pay appropriate fees to that department. Proof of permit must be submitted to the Community Services Department/Recreation and Neighborhood Services Division at least fifteen (15) days prior to the event. (City Ordinance No.05-21 N.S. Sections 10.32.060 & 10.32.070)</p> <p>(New) DISPOSABLE FOOD WARE REGULATIONS:</p> <p>NEW – Effective December 15, 2018: Ordinance No. 11-18 N.S., Amending Chapter 9.17 of the Richmond Municipal Code Entitled “Food Ware Ordinance”</p> <ul style="list-style-type: none"> • Bans & prohibits the sale and use of all polystyrene (Styrofoam) food wares, plastic straws and stirrers by retail establishments, food providers, and lodging establishments. • Acceptable Food Ware options - includes utensils and lids to the list of disposable food ware which must be compostable and recyclable and labeled in accordance with California Law. • COMPLIANCE - Businesses that do not comply with the Food Ware Ordinance are subject to an Administrative Citation. 	

COMPREHENSIVE RENTAL POLICY & FEE SCHEDULE

<p>C. MUSIC, AMPLIFIED SOUND, P.A. SYSTEMS:</p> <p>The Richmond Police Department or appropriate designee must approve the use of music and/or amplified sound in a park. Approval must be consistent with Chapter 7.64 of the Richmond Municipal Code). A "Special Event Permit" is required; Sound Permit Fee will be assessed. (City Ordinance No.05-21 N.S. Section 10.32.040 & 10.32.90)</p> <p>At the discretion of the Department, a security plan, approved by the Richmond Police Department, will be required for music events at any venue. The applicant must pay all related security costs recommended by the Richmond Police Department.</p>
<p>VIII. TICKET SALES AND CONCESSIONS</p>
<p>The Department will assess a \$1.00 per estimated attendees for gross ticket or admission prices and for concession sales and must be paid in advance prior to event date.</p>
<p>IX. VENDOR BOOTHS and FESTIVALS</p>
<p>The city must recover all costs associated with the rental of space and other associated costs for tables and chairs. The base fees are listed in the FACILITY FEE SCHEDULE AND LISTING. Adjustments to these fees will be based upon each daily booking. The Lessee must provide all other accessories not provided or assessed by the city.</p>
<p>X. CANCELLATIONS</p>
<p>If an event is cancelled by client within 31 calendar days prior to their event, all fees and deposits will be refunded less the administrative costs associated with reservation and event planning.</p>
<p>If an event is cancelled by Renter within 30 or fewer calendar days prior to the event, the deposit amount will not be refunded. NO REFUND LESS THAN 31 DAYS OF CANCELLATION!!!</p>
<p>If an event is cancelled by the Community Services Department/Recreation and Neighborhood Services Division due to non-compliance of required Policy guidelines and/or not meeting deadlines, NO REFUND WILL BE ISSUED; all fees paid by client to include deposit, rental fees, application fees and extra fees will be forfeited.</p>
<p>For other Cancellations- Refer to "Deposit" as outlined on page #5.</p>
<p>XI. FORMS OF PAYMENT</p>
<p>Payments will be made in the form of cash; check; money order; credit cards; or cashier's check made payable to: "City of Richmond."</p>
<p>The Department reserves the right not to accept personal checks for program and/or rental fees.</p>
<p>Other City Departments will pay associated costs by budget transfer of funds.</p>
<p>XII. FEE ADJUSTMENTS</p>
<p>A. FEE REDUCTIONS FOR CERTAIN ORGANIZATIONS</p> <p>Only City sponsored festivals and events receive a rental fee adjustment. These include:</p> <ul style="list-style-type: none">- JUNETEENTH FESTIVAL- HOMEFRONT FESTIVAL

COMPREHENSIVE RENTAL POLICY & FEE SCHEDULE

<ul style="list-style-type: none"> - CINCO DE MAYO - NORTH RICHMOND SHORELINE FESTIVAL - MLK DAY OF SERVICE - NORTH RICHMOND BLUES FESTIVAL - PT RICHMOND MUSIC FESTIVAL - NATIVE AMERICAN POW WOW - OAKLAND SYMPHONY - PRIDE FESTIVAL 		
(1.)	COMMUNITY SERVICES DEPARTMENT/RECREATION AND NEIGHBORHOOD SERVICES DIVISION	There will be no charge for community activities sponsored by the Community Services Department/Recreation and Neighborhood Services Division.
(2.)	CITY OF RICHMOND DEPARTMENTS	50% of the base rental Packaged Rate (excluding Extra Fees) For all Community Services Department/Recreation and Neighborhood Services Division facilities when used for cultural and educational purposes.
(3.)	WCCUSD	50% of base rental Packaged Rate per MOU, establishing a JOINT AGREEMENT between the West Contra Costa Unified School District (WCCUSD) and the City of Richmond inclusive of the "Community Recreation Act" for the use of City facilities when used for educational, public service, cultural & recreational purposes for children and adults of the state. Requests for other equipment or services not included in the Packaged Rate will be assessed an Extra Fee.
(4.)	GOVERNMENT ENTITIES	50% of the base rental Packaged Rate (excluding Extra Fees) at Richmond Community Centers, Gymnasiums, & the Convention Center. This rate category includes groups that are sponsored by the city, county, state and federal government, including school districts when used for recreation, cultural services or educational purposes.
(5.)	CHARITABLE OR EDUCATIONAL NON-PROFIT ORGANIZATIONS	25% of base rental rates for use of City Community Centers and the Convention Center on a first-come, first- served basis for Charitable or education Non-Profit organizations; non-profit service and community organizations having unrestricted membership and doing business in Richmond.
<p>B. MULTI-DAY DISCOUNT RATE</p> <p>A five percent (5%) discount will apply for multi-day use events. This discount will apply only to the fee for base rent Packaged Rate and not to extra fees and will generally require a minimum two (2) consecutive day booking. This multi-day discount does not apply to customers already receiving any</p>		

COMPREHENSIVE RENTAL POLICY & FEE SCHEDULE

other fee adjustments.	
<p>C. NEIGHBORHOOD COUNCIL MEETINGS AND EVENTS</p> <p>Neighborhood Council sponsored events will not be charged a Facility rental or staffing fee for the use of a Community Center for regular Council meetings, and a one (1) time use of a park or community center facility for their annual event (the use of the Convention Center and Swim Centers is not applicable).</p> <p>(New) Additionally, the following groups are approved for a 100% fee waiver under the same guidelines provided to the "Neighborhood Council Meetings/Events"- no fees will be assessed for their use of a Community Center facility for this purpose.</p> <ol style="list-style-type: none"> 1. The Police Department's Monthly Crime Prevention Meetings 2. CERT related meetings/ events 3. EOC related meetings / events 	
<p>NOTE: Any requests for fee adjustments not listed above must be approved by City Council. Approvals for adjustments must be in place prior to submitting an application to rent a facility.</p>	
<p>D. NO REDUCTION IN ASSOCIATED COSTS</p> <p>All associated costs and extra fees must be paid in full by all organizations, including 501 (c) (3) organizations, and City of Richmond Departments. Extra fees shall include all costs incurred by the City in connection with the use of a City facility such as, the cost of additional attendant, the use and set up of equipment and/or furniture, etc.</p>	
<p>E. NON-ADJUSTABLE FEES</p>	
<p>ANY BUSINESS OR ORGANIZATION ENGAGED IN A COMMERCIAL USE OF THE FACILITY WILL BE CHARGED</p>	<ul style="list-style-type: none"> - 100% of rental fees plus applicable extra fees. - A \$1.00 per the number of estimated attendees will be collected in advance for Admission Fees or Tickets Sold and Concession Sales
<p>XIII. RESERVATION & BOOKING PRIORITY</p>	
<p>A. GENERAL PRIORITY ORDER</p>	<p>With the exception of sports fields and swim centers, reservations will be based upon the following priorities <u>when there is a conflict consideration:</u></p>
<p>1.</p>	<p>Programs/ events administered by:</p> <ol style="list-style-type: none"> a.) The Community Services Department/Recreation and Neighborhood Services Division or co-sponsored programs and events. b.) City Department meetings for staff or City Department business/ events. c.) Neighborhood Council and other City Department who co-sponsor groups/ meetings.
<p>2.</p>	<p>WCCUSD when used for educational, cultural/recreational purposes.</p>

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3.	Groups that are sponsored or co-sponsored by the county, state, and federal government.
4.	Resident and non-profit service and community organizations having unrestricted memberships.
5.	Resident business or commercial use.
6.	Non-resident individuals and non-profit service and community organizations having unrestricted memberships.
7.	Non-resident business or commercial use.
8.	Restricted membership groups.
<p>B. ATHLETIC FIELD AND SWIM CENTER ONGOING RENTALS</p> <p style="text-align: center;">Scheduling</p> <p>Field applications should be submitted as early as November each year for the next years' schedule.</p> <p>Most scheduling is done at the beginning of the calendar year and on a 'First-Come, First-Served Basis'. As much as possible, scheduling is worked out among the prospective field users. When there is a conflict consideration, field assignments will be based upon the following priorities:</p>	
1.	Programs administered by the Community Services Department/Recreation and Neighborhood Services Division or co-sponsored by the Community Services Department/Recreation and Neighborhood Services Division
2.	WCCUSD programs
3.	Resident youth groups
4.	Non-resident youth groups
5.	Adult groups
<p>Youth group field assignments will be given to league representatives, and they in turn should assign practice and game times to their coaches. League representatives should contact the Community Services Department/Recreation and Neighborhood Services Division as far in advance as possible regarding reservation of fields.</p>	
<p>C. Maintenance And Cleanup</p> <p>Each league or team is responsible for dragging and lining their fields. Extra Fee is assessed monthly or long term (Refer to Extra Fee Schedule).</p> <p>Each league or team is responsible for cleanup after each use. Any cleanup costs will be charged against the deposit. If the deposit gets below 50%, the team or league must replenish the deposit before using the field again.</p>	

D. (NEW) OTHER ATHLETIC FIELD USER CHARGES WITH A MEMORANDUM OF UNDERSTANDING (MOU)

CATEGORY	FIELD USERS WITH AN MOU	FEE	
1.	Youth Athletic Field users 1. All City affiliated activities/ Co-	Residents	\$10.00 per player, per season

COMPREHENSIVE RENTAL POLICY & FEE SCHEDULE

	<p>sponsored by Community Service Department</p> <p>2. *Local leagues who have paid a per person field use fee for league play & majority of participants are Richmond residents</p> <ul style="list-style-type: none"> - Little League - Jr. Giants - RPAL 	Non-residents	\$20.00 per player, per season
2.	<p>Adult Athletic Field users</p> <ul style="list-style-type: none"> • Applies to tournaments, events, activities that are hosted by *local sports leagues, churches, neighborhood associations, & non-profit groups based in Richmond, CA. <ul style="list-style-type: none"> - Neighborhood association events - Chamber of Commerce activities 	Residents	\$30.00 per player, per season
		Non-residents	\$40.00 per player, per season
3.	<p>Maintenance- League cleaning & trash disposal</p> <ul style="list-style-type: none"> • This category applies to all Local/Non-Local user groups/leagues and • for-profit entities, regardless of whether they are based in Richmond, CA or not, or have a majority of Richmond residents participating in their programs. 		<p>\$200.00 per season or \$20.00 per month</p> <p>In addition to hourly charges, and other extra fees that may apply.</p> <p>Covers cost of trash pick-up on athletic fields over and above regular trash disposal.</p>

*Local- defined as those organizations based in Richmond, CA or where a majority of the participants or members are Richmond residents.

*Non-Local- defined as those organizations not based in Richmond, CA, or where a majority of the organization's participants or members are not Richmond residents.

City of Richmond
Code of Conduct

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FACILITY USER CODE OF CONDUCT

YOUTH SPORTS: CODE OF CONDUCT FOR THE CITY OF RICHMOND AND WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT ATHLETIC FIELDS AND FACILITIES

The City of Richmond's Recreation Department and the West Contra Costa Unified School District is committed to conducting its business in accordance with the highest standards of business ethics and respect for human rights and in compliance with all applicable laws. We require our staff and customers to meet these high standards.

Staff and customers of the City of Richmond's Recreation Department hereinafter known as "CORRD" and West Contra Costa Unified School District, hereinafter known as "WCCUSD" are expected to behave with civility and appropriate conduct when using the aforementioned organizations facilities. When customers and staff agree to use the CORRD and WCCUSD facilities, they in essence agree to cooperate with staff at all levels within these organizations.

Full time employees of the CORRD and WCCUSD are directly responsible for the administration of all athletic fields and facilities under the jurisdiction of this Code of Conduct.

All customers must have a valid rental contract in order to use CORRD and WCCUSD athletic fields and facilities. Customers violating this policy will have their privileges revoked. Refunds will not be given to any customer or staff of loss of privileges due to breach of this Code of Conduct. All staff and customers are encouraged to exercise good judgment in caring for the safety of others as well as themselves. In the event you witness or experience threatening or inappropriate behavior by another customer or staff, please report the situation immediately to facility staff.

Standards of conduct include, but not limited too, the examples outlined on the following pages.

1. **HEALTH AND SAFETY:** CORRD and WCCUSD require that conditions at all facilities must be safe, clean and meet or exceed requirements of all applicable laws and regulations regarding safety and health. Staff must be trained and equipped to perform their duties safely.

2. **AGGRESSIVE BEHAVIOR:** The definition of aggressive behavior lies with the staff. Aggressive behavior is explicitly forbidden at any CORRD and WCCUSD athletic fields and facilities. Customers and staff may not engage in physical or verbal abuse, threats, intimidation, harassment, coercion, and or other conduct that threatens or endangers the health or safety of any person.
3. **ORGANIZATIONAL AUTHORITY:** CORRD and WCCUSD assigned staff are responsible for managing and maintaining the safety of our customers and facilities. Customers agree to comply with the directions of CORRD and WCCUSD staff serving in an administrative capacity. Failure to comply with staff requests, directions, or instructions will result in loss of privileges.
4. **SUB LEASING:** Customers leasing or renting CORRD and WCCUSD athletic fields and facilities are not allowed to transfer their lease or rental rights to a second party. If a customer violates this policy and gives unauthorized use to a second party their agreement will be cancelled and result in a fine of _____.
5. **UNAUTHORIZED ENTRY OR USE:** Customers must have a valid contract or they will not be allowed to use CORRD and WCCUSD athletic fields and facilities.
6. **UNAUTHORIZED COMMERCIAL ACTIVITY:** Customers are not allowed to post, advertise, instruct in private lessons, or solicit individuals in or on the athletic fields and facilities for personal services, businesses, or agencies unless it has been authorized through a contract or written agreement with CORRD and WCCUSD.

The following actions listed below are criminal activities and will result in immediate police action. Staff will contact the City of Richmond's Police Department/WCCUSD Police Department and request assistance addressing an immediate threat.

1. **VANDALISM:** This is damage to, or destruction of any property of the CORRD and WCCUSD, or property of others while on said premises is vandalism.
2. **ASSAULT:** The following are the severest forms of assaults: rape, sexual assault or sexual harassment.

3. **THEFT:** Any removal or conversion of CORRD and WCCUSD property, or property of others while on said premises is theft.
4. **FIREARMS:** All customers are forbidden to possess a firearm or an explosive device while on CORRD and WCCUSD athletic fields and facilities. This will also result in immediate police action.

Customer Creed while using CORRD and WCCUSD athletic fields and facilities:

- I will not engage in unsportsmanlike conduct with any coach, parent, player, participant, official or any other attendee.
- I will not encourage my child, or any other person, to engage in unsportsmanlike conduct with any coach, parent, player, participant, official or any other attendee.
- I will not engage in any behavior, which will endanger the health, safety, or well-being of any coach, parent, player, participant, official, or any other attendee.
- I will not encourage my child or any other person, to engage in any behavior, which would endanger the health, safety, or well-being of any coach, parent, player, participant, official, or any other attendee.
- I will not use drugs, alcohol, or tobacco products while attending sports events and will not attend, coach, officiate, or participate in any sporting event under the influence of drugs or alcohol.
- I will not permit my child, or encourage any other person, to use drugs, alcohol or tobacco products at a sports event and will not permit my child, or encourage any other person to coach, officiate, or participate in a sports event while under the influence of drugs or alcohol.
- I will not engage in the use of profanity or any other offensive language.
- I will not encourage my child or any other person to engage in the use of profanity or any other offensive language.

- I will, and will encourage my child, to treat any staff, coach, parent, player, participant, official, or any other attendee with respect.

- I will not engage in verbal or physical threats or abuse aimed at any staff, coach, parent, player, participant, official or any other attendee.

- I will not encourage my child, or any other person, to engage in verbal or physical threats or abuse aimed at any coach, parent, player, participant, official, or any other attendee.

- I will not initiate a fight or scuffle, or retaliate, with any staff, coach, parent, player, participant, official, or any other attendee.

All other specifics to this Code of Conduct will be addressed in CORRD and WCCUSD existing procedures governing field use.

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EXHIBIT E
INSURANCE

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EXHIBIT "E"

INSURANCE

Each Party, at its sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services or use of the Recreational Facilities hereunder by the Parties, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X.C.U. (Explosion, Collapse and Underground) coverages.

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

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

B. Minimum Limits of Insurance

Each Party shall maintain limits no less than:

1. Commercial General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.

4. Builder's Risk: Completed value of the project. No deductible shall exceed \$100,000.

C. Deductibles and Self-Insured Retentions

Any Party's deductibles or self-insured retentions must be declared, and approved by the other Party's Risk Manager.

D. **Other Insurance Provisions**

Each policy shall contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage

a. The other Party, its officers, employees, agents and contractors are to be covered as additional insureds. Coverage shall contain no special limitations on the scope of protection afforded to the other Party, its officers, employees, agents and contractors.

b. Any failure to comply with reporting provisions of the policies by either Party shall not affect coverage provided to the other Party, its officers, employees, agents, or contractors.

c. Each policy shall state that the policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the other Party.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to the other Party.

F. **Verification of Coverage**

Each Party shall furnish the other Party with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in by each PARTY:

CITY OF RICHMOND
Risk Manager

WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT
