

**AMENDMENT NO. FOUR TO THE JOINT FACILITY USE AGREEMENT BETWEEN
THE CITY OF BRENTWOOD AND THE LIBERTY UNION HIGH SCHOOL DISTRICT**

This Amendment No. Four is entered into and effective on the 20 day of July, 2022, and amends the agreement dated May 11, 2011 (the "Agreement"), by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and the Liberty Union High School District ("District"), each a "Party" and collectively, the "Parties".

RECITALS

A. On July 15, 2020, the Parties executed Amendment No. One to the Agreement to temporarily remove, for a period of 6 months, the Swimming Pool from Exhibit "A" (Joint Use Facilities), and to temporarily suspend all references to the Swimming Pool in the Agreement for the same 6 month period; and

B. On May 26, 2021, the Parties executed Amendment No. Two to the Agreement to add the then-recently constructed Liberty High School Swimming Pool to Exhibit "A" (Joint Use Facilities), Exhibit "E-1" (Joint Use Partner Regulations for City and District), Exhibit "E-5" (Participant Rules and Regulations for Joint-Use Pool During Non-School Hours), and to include the cost of transactions fees to Exhibit "E-5;" and

C. On December 15, 2021, the Parties executed Amendment No. Three to the Agreement to amend Exhibit "D" (Joint Responsibilities of the City and District) of the Agreement to address issues related to the COVID-19 pandemic; and

D. The Parties desire to amend Exhibit "E-1" (Joint Use Partner Regulations for City and District) and Exhibit "E-5" (Participant Rules and Regulations for Joint Use Pool During non-School Hours) to clarify the City's use of designated areas at certain District Facilities and the Parties' scheduling the use of the Liberty and Heritage High School Pools; and

E. Section 20 of the Agreement authorizes the City Manager and District Superintendent, in consultation with their respective legal counsels, to agree to non-material amendments to the Agreement; and

F. The Parties' representatives, in consultation with their legal counsel, have determined the revisions contemplated by this Amendment No. Four to be non-material because the changes are merely clarifying existing arrangements between the Parties.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Exhibit "E-1" (Joint Use Partner Regulations for City and District), and Exhibit "E-5" (Participant Rules and Regulations for Joint Use Pool During non-School Hours) to the Agreement, are hereby deleted and replaced in their entirety with the attached Exhibits "E-1" and "E-5," which are incorporated into this Amendment No. Four, to clarify the City's use of designated areas at certain District Facilities and the Parties' scheduling the use of the Liberty and Heritage High School Pools.

2. Except as amended herein, all other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

3. All requisite insurance policies to be maintained by the Parties pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

4. Signatures.

4.1 Counterparts. This Amendment may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

4.2 Digital/Electronic Signatures. Using a City-approved method, this Amendment may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Amendment will be construed as the Parties' consent to do business electronically.

5. The individuals executing this Amendment and the instruments referenced in it on behalf of the Parties each represent and warrant that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Amendment.

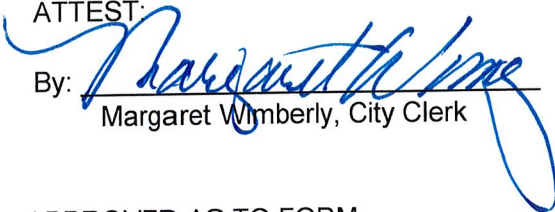
DISTRICT:

By: 
Eric Volta, Superintendent

CITY:

By: 
Tim Y. Ogden, City Manager

ATTEST:

By: 
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:


By: 
FOR: Damien Brower, City Attorney

EXHIBIT E-1

JOINT USE PARTNER REGULATIONS FOR CITY AND DISTRICT

The City will have first priority for use after all District activities have been accommodated for District Facilities as indicated in Exhibit A. The District agrees to honor City use requests on a first priority basis, respectively, before other non-District related requests for all District Facilities.

The City of Brentwood Director of Parks and Recreation ("Director") and the Liberty Union High School District Superintendent ("Superintendent") shall appoint representatives of each Party to meet no later than May 30th of each year to review the calendar for the upcoming year.

These representatives shall also meet in August to revise the schedule as needed. These representatives shall provide a recommended yearly schedule to the Director and Superintendent for final approval.

Representatives will be appointed from each Party to represent the maintenance division of the City and District to meet in March of each year to establish yearly scheduled maintenance of the facilities for minimum interruption of programs and activities.

Representatives shall be appointed from each Party to meet in November of each year to determine equipment needs for the coming fiscal year (July - June).

Should the appointing staff be unable to resolve conflicts in scheduling or maintenance, the final approval authority shall rest with the Director and the Superintendent for their own Facilities.

City designated areas at District sites. City has exclusive use of the community building (lifeguard room) at Heritage High. District may request use of City Facilities with approval and conditions as set by the City.

City and District agree that Facility Use Applications, by both Parties, be processed within fourteen (14) calendar days. If more time for review and approval is required, approving Party shall notify the requesting Party in writing.

City is responsible for furnishing equipment and staffing of City Facilities at District sites and related maintenance. City reserves the right to key these District facilities for City use only and will provide adequate copies for District maintenance for emergencies. City reserves the right for approval of these facilities for any non-District or City use.

GYMNASIUMS:

The City Parks and Recreation Department (the "Department") shall make reasonable effort not to schedule events in the new gymnasiums at Liberty and Heritage High Schools on Tuesdays or Fridays except during summer break unless approved in advance in writing by the School District.

The School District's will make reasonable effort to end scheduled events in the upper Gym at Heritage High School by 6:30p.m. unless otherwise agreed to in writing by the School District and the City.

The Department can schedule use on Monday & Wednesday from 6:30 - 10:30 p.m. in the upper gym at Heritage and new gym at Liberty. Use of the main floor at Heritage will be available if no School District event is taking place. The Department can schedule use on Saturday and Sunday from 8:00 a.m. - 10:30 p.m. with prior arrangement from the school.

Should the District require the use of one of the new gymnasiums after 6:30 p.m. other than Tuesday and Friday, they will make reasonable attempts to make the existing Stonebarger Gym at Liberty High School or upper Gymnasium at Heritage High School available to the Department as an alternate.

POOL:

District activities in the Heritage High School Pool and the Liberty High School Pool will be accommodated prior to any use by the City.

The Department will manage and staff (including the provision of lifeguards) all non-District use of Heritage High School Pool. The Department will make reasonable effort not to schedule events at Heritage High School Pool on swim meet and tournament days except during summer break, unless approved in advance in writing by the District.

At Heritage High School Pool, the District will make reasonable effort to end scheduled events by 6:30p.m. unless agreed to in writing by the District and the City. Both parties will work together to allow when possible, either shared use or City use from 5:30 – 6:30 p.m. (2 or 4 lanes for lap swimming) Monday - Friday. The Department can schedule use on Monday - Friday from 5:00 - 6:30 a.m. and 6:30 -10:30 p.m. The Department can schedule use on Saturday and Sunday from 5:00 a.m. - 10:30 p.m. with prior arrangement from the District.

Should the District require the use of the Heritage High School pool after 6:30 p.m. other than on specified swim meet and tournament days, they will make reasonable attempts to make another pool available to the Department as an alternate.

Should the City require use of the Liberty High School Pool, scheduling will be managed by the District. The Department will receive priority over outside users.

SPORTS FIELDS:

The Department shall schedule no events on athletic fields at Heritage High School on game days except during summer break unless approved in advance in writing by the District.

The District will make reasonable effort to end scheduled events by 6:30 p.m. unless otherwise agreed to in writing by the District and the City. The Department can schedule use on Monday - Friday from 6:30 - 10:30 p.m., and Saturday and Sunday from 6:30 a.m. - 10:30 p.m. with prior arrangement from the respective school.

Should the District require the use of the athletic fields after 6:30 p.m. other than on specified game days, they will make reasonable attempts to make another athletic field available to the Department as an alternate.

TENNIS COURTS:

The District will make reasonable effort to end scheduled events by 6:30 p.m. unless approved in advance in writing by the District and the City. The Department can schedule use on Monday-Friday from 6:30 - 10:30 p.m., and Saturday and Sunday from 6:30 a.m. - 10:30 p.m. with prior arrangement from the respective school.

Should the District require the use of the tennis courts after 6:30 p.m. other than on specified match days, they will make reasonable attempts to make additional tennis courts available to the Department as an alternate.

SPORTS STADIUMS:

District activities in Heritage and Liberty High School sports stadiums will be accommodated prior to any use by the City. Specific requests by the City will be considered on a case-by-case basis.

EXHIBIT E-5

PARTICIPANT RULES AND REGULATIONS FOR JOINT-USE POOL DURING NON-SCHOOL HOURS (HERITAGE HIGH SCHOOL POOL AND LIBERTY HIGH SCHOOL POOL)

The Superintendent of the District and the City Manager, or their designated representatives shall have the right to have and approve specific rules of operation and use of Heritage High School Pool and Liberty High School Pool. Participant Rules and Regulations will be given to the prospective renter and or user at the time of application.

City will collect fees on behalf of the District for non-District use of the Heritage High School Pool during City hours of operation. The City will provide monthly payments to the District for the fees collected, minus any software processing and transaction fees incurred by the City.

**AMENDMENT NO. THREE TO THE JOINT FACILITY USE AGREEMENT BETWEEN
THE CITY OF BRENTWOOD AND THE LIBERTY UNION HIGH SCHOOL DISTRICT**

This Amendment No. Three is entered into and effective on the 15th day of December, 2021, and amends the agreement dated May 11, 2011 (the "Agreement"), by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and the Liberty Union High School District ("District"), each a "Party" and collectively, the "Parties".

RECITALS

A. On July 15, 2020, the Parties executed Amendment No. One to the Agreement to temporarily remove, for a period of 6 months, the Swimming Pool from Exhibit "A" (Joint Use Facilities) and to temporarily suspend all references to the Swimming Pool in the Agreement for the same 6 month period; and

B. On May 26, 2021, the Parties executed Amendment No. Two to the Agreement to add the recently constructed Liberty High School Swimming Pool to Exhibit "A" (Joint Use Facilities), Exhibit "E-1" (Joint Use Partner Regulations for City and District), Exhibit "E-5" (Participant Rules and Regulations for Joint-Use Pool During Non-School Hours), and to include the cost of transactions fees to Exhibit "E-5;" and

C. The Parties desire to amend Exhibit "D" (Joint Responsibilities of the City and District) of the Agreement to address issues related to the COVID-19 pandemic; and

D. Section 7 of Exhibit "D" to the Agreement authorizes the City Manager and District Superintendent to develop additional rules and regulations of the Facilities that they deem necessary; and

E. Section 20 of the Agreement authorizes the City Manager and District Superintendent, in consultation with their respective legal counsels, to agree to non-material amendments to the Agreement; and

F. The Parties' representatives, in consultation with their legal counsel, have determined the revisions contemplated by this Amendment No. Three to be non-material given that the revisions to Exhibit "D" provide joint protection for the Parties relating to the COVID-19 pandemic.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Exhibit "D" (Joint Responsibilities of the City and District) to the Agreement is hereby deleted and replaced in its entirety with the attached Exhibit "D," which is incorporated into this Amendment No. Three, to address the COVID-19 pandemic.

2. Except as amended herein, all other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

3. All requisite insurance policies to be maintained by the Parties pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

4. Signatures.


4.1 Counterparts. This Amendment may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

4.2 Digital/Electronic Signatures. Using a City-approved method, this Amendment may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Amendment will be construed as the Parties' consent to do business electronically.

5. The individuals executing this Amendment and the instruments referenced in it on behalf of the Parties each represent and warrant that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Amendment.

DISTRICT:

CITY:

By: 
Eric Volta, Superintendent

By: 
Tim Y. Ogden, City Manager

ATTEST:

By: 
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

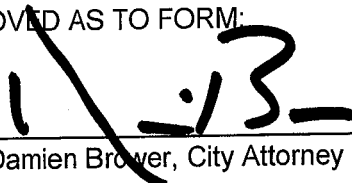
By: 
Damien Brower, City Attorney

EXHIBIT D

JOINT RESPONSIBILITIES OF THE CITY AND DISTRICT

1. The Parties will cooperate in providing a community recreation program under the authority contained in Sections 10900-10916, inclusive, of the Education Code of the State of California, in connection with the use of the Facilities.
2. The Parties agree to ensure that any of its volunteers, agents, personnel and invitee(s) comply with all current and future requirements and recommendations issued by any government agency (including the City, County, State, or the Federal Government, including its associated agencies such as the Center for Disease Control) related to the COVID pandemic that are applicable to the Facilities each Party uses, including adherence to any protective measures established by such government agencies applicable to use of the Facilities. Each Party will be solely responsible for determining and implementing the specific actions and requirements for each of the Facilities it uses, including any limitation on the number of attendees, required protective gear (such as mask and/or gloves) and the specific social distancing requirements applicable at the time.
3. Neither Party represents or warrants to the other regarding the condition of the Facilities with respect to COVID-19 at any time during this Agreement, and neither Party has a duty or responsibility to the other Party to ensure the Facilities are sanitized or otherwise made clear of the COVID-19 virus. Each Party will be solely responsible for determining whether its use of the Facilities are permissible based on current and future regulations or requirements established by any governmental agency at the time of use of the Facilities. Each Party, in its sole discretion, can require cancellation or rescheduling of any use of its Facilities if a Party determines, in its sole discretion, that the use of the Facility would be in violation of any applicable governmental regulation or requirement.
4. The Parties agree to furnish recreational and educational apparatus and equipment according to the terms set forth in this Agreement and its Exhibits. Such equipment will remain the property of the Party furnishing. District agrees to furnish and install on the District Facility and City agrees to furnish and install on the City Facility, such recreational and educational apparatus and equipment as each deems appropriate for its programs. A Party may, with the express written approval of the other Party, furnish and install at its own expense, such additional recreational and educational apparatus as it deems required in connection with the performance of its recreational and educational programs pursuant to this Agreement in the other Party's Facility. Any such additional apparatus will not interfere in any way with the ordinary use by the other Party of the subject Facility. At the request of the Party owning the subject Facility, the other Party shall remove their equipment from the Facility.
5. The Party that uses any Facility in accordance with this Agreement will be responsible for cleaning and if necessary replenishing cleaning supplies for that Facility after such use. This includes taking all steps and actions necessary or required to address the COVID-19 pandemic. Should either Party be required to assume custodial costs due to the other Party's use of a Facility, the costs may be billed to the responsible Party with sufficient information accompanying the billing to identify the reason for required service as identified in this Agreement and Exhibits. Each Party will make every effort to insure the Facility is clean and ready for the next user. Each Party will make every effort to

communicate information regarding clean-up problems noted to the other Party in an effort to improve housekeeping.

6. The Party that uses any Facility in accordance with this Agreement will assume responsibility for damage occurring to the Facilities during such use and will be responsible to notify the other Party of any damage noted during the next work day.
7. If Parties are unable to provide specific equipment for a recreation program or event, other Party agrees to furnish the equipment if possible.
8. The City and District will develop a mutually agreed upon lock/access system to insure City property is protected.
9. The City Manager and District Superintendent are authorized to develop any additional rules and regulations for the Facilities that they deem necessary and those rules and regulations so developed will be subject to the terms and conditions of this Agreement.

EXHIBIT D

JOINT RESPONSIBILITIES OF THE CITY AND DISTRICT

1. The Parties will cooperate in providing a community recreation program under the authority contained in Sections 10900-10916, inclusive, of the Education Code of the State of California, in connection with the use of the Facilities.
2. The Parties agree to ensure that any of its volunteers, agents, personnel and invitee(s) comply with all current and future requirements and recommendations issued by any government agency (including the City, County, State, or the Federal Government, including its associated agencies such as the Center for Disease Control) related to the COVID pandemic that are applicable to the Facilities each Party uses, including adherence to any protective measures established by such government agencies applicable to use of the Facilities. Each Party will be solely responsible for determining and implementing the specific actions and requirements for each of the Facilities it uses, including any limitation on the number of attendees, required protective gear (such as mask and/or gloves) and the specific social distancing requirements applicable at the time.
3. Neither Party represents or warrants to the other regarding the condition of the Facilities with respect to COVID-19 at any time during this Agreement, and neither Party has a duty or responsibility to the other Party to ensure the Facilities are sanitized or otherwise made clear of the COVID-19 virus. Each Party will be solely responsible for determining whether its use of the Facilities are permissible based on current and future regulations or requirements established by any governmental agency at the time of use of the Facilities. Each Party, in its sole discretion, can require cancellation or rescheduling of any use of its Facilities if a Party determines, in its sole discretion, that the use of the Facility would be in violation of any applicable governmental regulation or requirement
- 2.4. The Parties agree to furnish recreational and educational apparatus and equipment according to the terms set forth in this Agreement and its Exhibits. Such equipment will remain the property of the Party furnishing. District agrees to furnish and install on the District Facility and City agrees to furnish and install on the City Facility, such recreational and educational apparatus and equipment as each deems appropriate for its programs. A Party may, with the express written approval of the other Party, furnish and install at its own expense, such additional recreational and educational apparatus as it deems required in connection with the performance of its recreational and educational programs pursuant to this Agreement in the other Party's Facility. Any such additional apparatus will not interfere in any way with the ordinary use by the other Party of the subject Facility. At the request of the Party owning the subject Facility, the other Party shall remove their equipment from the Facility.
- 3-5. The Party that uses any Facility in accordance with this Agreement will be responsible for cleaning and if necessary replenishing cleaning supplies for that Facility after such use. This includes taking all steps and actions necessary or required to address the COVID-19 pandemic. Should either Party be required to assume custodial costs due to the other Party's use of a Facility, the costs may be billed to the responsible Party with sufficient information accompanying the billing to identify the reason for required service as identified in this Agreement and Exhibits. Each Party will make every effort to insure the Facility is clean and ready for the next user. Each Party will make every effort to

communicate information regarding clean-up problems noted to the other Party in an effort to improve housekeeping.

4.6. The Party that uses any Facility in accordance with this Agreement will assume responsibility for damage occurring to the Facilities during such use and will be responsible to notify the other Party of any damage noted during the next work day.

7. If Parties are unable to provide specific equipment for a recreation program or event, other Party agrees to furnish the equipment if possible.

6.8. The City and District will develop a mutually agreed upon lock/access system to insure City property is protected.

7.9. The City Manager and District Superintendent are authorized to develop any additional rules and regulations for the Facilities that they deem necessary and those rules and regulations so developed will be subject to the terms and conditions of this Agreement.

**AMENDMENT NO. TWO TO THE JOINT FACILITY USE AGREEMENT BETWEEN
THE CITY OF BRENTWOOD AND THE LIBERTY UNION HIGH SCHOOL DISTRICT**

This Amendment No. Two is entered into on the 26 day of May, 2021, and effective as of June 1, 2021 ("Effective Date"), and amends the agreement dated May 11, 2011 (the "Agreement"), by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and the Liberty Union High School District ("District"), each a "Party" and collectively, the "Parties".

RECITALS

A. On July 15, 2020, the Parties executed Amendment No. One to the Agreement to temporarily remove, for a period of 6 months, the Swimming Pool from Exhibit "A" (Joint Use Facilities and to temporarily suspend all references to the Swimming Pool in the Agreement for the same 6 month period; and

B. The Parties desire to amend the Agreement to add the recently constructed Liberty High School Swimming Pool to Exhibit "A" (Joint Use Facilities) to the Agreement; and

C. The Parties desire to amend the Agreement to add the Liberty High School Swimming Pool to Exhibit "E-1" (Joint Use Partner Regulations for City and District) to the Agreement; and

D. The Parties desire to amend the Agreement to add the Liberty High School Swimming Pool to Exhibit "E-5" (Participant Rules and Regulations for Joint-Use Pool During Non-School Hours) to the Agreement, and to include the cost of transactions fees; and

E. The Parties' representatives, in consultation with their legal counsel, have determined the revisions contemplated by this Amendment No. Two to be non-material given that a District pool (Heritage High School) is already encompassed in the Agreement, and this Amendment No. Two adds only one substantially similar District pool.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Exhibit "A" (Joint Use Facilities) to the Agreement is hereby deleted and replaced in its entirety with the attached Exhibit "A," which is incorporated into this Amendment No. Two, to add the Liberty High School Swimming Pool to the Joint Use Facilities list.

2. Exhibit "E-1" (Joint Use Partner Regulations for City and District) is hereby deleted and replaced in its entirety with the attached Exhibit "E-1," which is incorporated into this Amendment No. Two, to add the Liberty High School Swimming Pool to the Joint Use Partner Regulations for City and District.

3. Exhibit "E-5" (Participant Rules and Regulations for Joint-Use Pool During Non-School Hours) is hereby deleted and replaced in its entirety with the attached Exhibit "E-5," which is incorporated into this Amendment No. Two, to add the Liberty High School Swimming Pool and

the inclusion of the cost of transaction fees to the Participant Rules and Regulations for Joint-Use Pool During Non-School Hours.

4. Except as amended herein, all other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

5. All requisite insurance policies to be maintained by the Parties pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

6. Signatures.

6.1 Counterparts. This Amendment may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

6.2 Digital/Electronic Signatures. Using a City-approved method, this Amendment may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Amendment will be construed as the Parties' consent to do business electronically.

7. The individuals executing this Amendment and the instruments referenced in it on behalf of the Parties each represent and warrant that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Amendment.

DISTRICT:

CITY:

By: 
Eric Volta, Superintendent

By: 
Tim Y. Ogden, City Manager

ATTEST:

By: 
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: 
For: Damien Brower, City Attorney

EXHIBIT A

JOINT USE FACILITIES

1. District Facilities
 - A. Heritage High School Gymnasium
 - B. Heritage High School Pool
 - C. Heritage High School Athletic Fields
 - D. Heritage High School Sports Stadiums
 - E. Heritage High School Tennis Courts
 - F. Liberty High School Gymnasiums
 - G. Liberty High School Sports Stadium
 - H. Liberty High School Pool

1. City Facilities
 - A. Balfour-Guthrie Park
 - B. Brentwood Family Aquatic Complex
 - C. Oak Meadow Park
 - D. Mobile Stage and Bleachers
 - E. Sunset Park Athletic Complex
 - F. Brentwood Community Center
 - G. Brentwood Senior Activity Center
 - H. Brentwood Library Community Room

The Parties, by written amendment, may determine it necessary to temporarily remove a Facility from the list for maintenance or restoration purposes. The City Manager and District Superintendent are authorized to execute such written amendment.

EXHIBIT E-1

JOINT USE PARTNER REGULATIONS FOR CITY AND DISTRICT

The City will have first priority for use after all District activities have been accommodated for District Facilities as indicated in Exhibit A. The District agrees to honor City use requests on a first priority basis, respectively, before other non-District related requests for all District Facilities.

The City of Brentwood Director of Parks and Recreation ("Director") and the Liberty Union High School District Superintendent ("Superintendent") shall appoint representatives of each Party to meet no later than May 30th of each year to review the calendar for the upcoming year.

These representatives shall also meet in August to revise the schedule as needed. These representatives shall provide a recommended yearly schedule to the Director and Superintendent for final approval.

Representatives will be appointed from each Party to represent the maintenance division of the City and District to meet in March of each year to establish yearly scheduled maintenance of the facilities for minimum interruption of programs and activities.

Representatives shall be appointed from each Party to meet in November of each year to determine equipment needs for the coming fiscal year (July - June).

Should the appointing staff be unable to resolve conflicts in scheduling or maintenance, the final approval authority shall rest with the Director and the Superintendent for their own Facilities.

City designated areas at District sites. City has exclusive use of Liberty High School gymnasium recreation office and access to the office in the pool complex; and Heritage High School pool and community building (guard room). District may request use of City Facilities with approval and conditions as set by the City.

City and District agree that Facility Use Applications, by both Parties, be processed within fourteen (14) calendar days. If more time for review and approval is required, approving Party shall notify the requesting Party in writing.

City is responsible for furnishing equipment and staffing of City Facilities at District sites and related maintenance. City reserves the right to key these District facilities for City use only and will provide adequate copies for District maintenance for emergencies. City reserves the right for approval of these facilities for any non-District or City use.

GYMNASIUMS:

The City Parks and Recreation Department (the "Department") shall schedule no events in the new gymnasiums at Liberty and Heritage High Schools on Tuesdays or Fridays except during summer break unless approved in advance in writing by the School District.

School District's scheduled events in the upper Gym at Heritage High School must end by 6:00 p.m. unless otherwise agreed to in writing by the School District and the City.

The Department can schedule use on Monday & Wednesday from 6:30 - 10:30 p.m. in the upper gym at Heritage and new gym at Liberty. Use of the main floor at Heritage will be available if no School District event is taking place. The Department can schedule use on Saturday and Sunday from 8:00 a.m. - 10:30 p.m. with prior arrangement from the school.

Should the District require the use of one of the new gymnasiums after 6:00 p.m. other than Tuesday and Friday, they will make reasonable attempts to make the existing Stonebarger Gym at Liberty High School or upper Gymnasium at Heritage High School available to the Department as an alternate.

POOL:

District activities in the Heritage High School pool and the Liberty High School pool will be accommodated prior to any use by the City.

The Department shall schedule no events in the pool at Heritage or Liberty on swim meet and tournament days except during summer break unless approved in advance in writing by the District.

At Heritage High School pool and Liberty High School pool, District scheduled events must end by 6:00 p.m. unless agreed to in writing by the District and the City. Both parties will work together to allow when possible, either shared use or City use from 5:00 - 6:00 p.m. (2 or 4 lanes for lap swimming) Monday - Friday. The Department can schedule use on Monday - Friday from 5:00 - 6:30 a.m. and 6:30 -10:30 p.m. The Department can schedule use on Saturday and Sunday from 5:00 a.m. - 10:30 p.m. with prior arrangement from the District.

Should the District require the use of the Heritage High School pool or the Liberty High School pool after 6:00 p.m. other than on specified swim meet and tournament days, they will make reasonable attempts to make another pool available to the Department as an alternate.

SPORTS FIELDS:

The Department shall schedule no events on athletic fields at Heritage High School on game days except during summer break unless approved in advance in writing by the District.

District scheduled events must end by 6:00 p.m. unless otherwise agreed to in writing by the District and the City. The Department can schedule use on Monday - Friday from 6:15 - 10:30 p.m., and Saturday and Sunday from 6:30 a.m. - 10:30 p.m. with prior arrangement from the respective school.

Should the District require the use of the athletic fields after 6:00 p.m. other than on specified game days, they will make reasonable attempts to make another athletic field available to the Department as an alternate.

TENNIS COURTS:

District scheduled events must end by 6:00 p.m. unless approved in advance in writing by the District and the City. The Department can schedule use on Monday-Friday from 6:15 - 10:30 p.m., and Saturday and Sunday from 6:30 a.m. - 10:30 p.m. with prior arrangement from the respective school.

Should the District require the use of the tennis courts after 6:00 p.m. other than on specified match days, they will make reasonable attempts to make additional tennis courts available to the Department as an alternate.

SPORTS STADIUMS:

District activities in Heritage and Liberty High School sports stadiums will be accommodated prior to any use by the City. Specific requests by the City will be considered on a case-by-case basis.

EXHIBIT E-5

PARTICIPANT RULES AND REGULATIONS FOR JOINT-USE POOL DURING NON-SCHOOL HOURS (HERITAGE HIGH SCHOOL POOL AND LIBERTY HIGH SCHOOL POOL)

The Superintendent of the District and the City Manager, or their designated representatives shall have the right to have and approve specific rules of operation and use of Heritage High School Pool and Liberty High School Pool. Participant Rules and Regulations will be given to the prospective renter and or user at the time of application.

City will collect fees on behalf of the District when it pertains to Heritage High School pool AND Liberty High School pool during City hours of operation. Fees will be collected from user groups to use Heritage High School pool and Liberty High School pool during City hours of operation. Payment to the District for their fees, minus transaction fees, will be made upon receipt of invoice from the District for the use of the Heritage High Pool and Liberty High School pool. City will retain their fees.

**AMENDMENT NO. ONE TO THE JOINT FACILITY USE AGREEMENT BETWEEN
THE CITY OF BRENTWOOD AND THE LIBERTY UNION HIGH SCHOOL DISTRICT**

This Amendment No. One is entered into on the 15th day of July, 2020, and effective as June 5, 2020 ("Effective Date"), and amends the agreement dated May 11, 2011 (the "Agreement"), by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and the Liberty Union High School District ("District"), each a "Party" and collectively, the "Parties"

RECITALS

A. With the Contra Costa County Health Officer ordering certain public facilities closed due to the COVID-19 Pandemic, the City has no plans to utilize the joint use swimming pool at Heritage High School (the "Swimming Pool") over the next 6 months and the District would like to use the Swimming Pool during this time period.

B. The Parties desire to amend the Agreement to temporarily remove, for a period of 6 months, the Swimming Pool from Exhibit "A" (Joint Use Facilities) to the Agreement and to temporarily suspend all references to the Swimming Pool in the Agreement for the same 6 month period.

C. The Parties' representatives, in consultation with their legal counsel, have determined the revisions contemplated by this Amendment No. One to be non-material given the revisions' temporary and limited nature.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Exhibit "A" (Joint Use Facilities) to the Agreement is amended to remove, for a period of 6 months from the Effective Date, the Swimming Pool from the list of Joint Use Facilities.

2. References in the Agreement to the Swimming Pool will be suspended for a period of 6 months from the Effective Date.

3. Unless otherwise amended by the Parties, 6 months from the Effective Date, the provisions of Sections 1 and 2 of this Amendment No. 1 will no longer have any force or effect, the Swimming Pool will be added back to the list of facilities in Exhibit "A", and the references in the Agreement to the Swimming Pool will be in effect.

4. Except as amended herein, all provisions of the Agreement will remain in full force and effect.

5. All requisite insurance policies to be maintained by the Parties pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

6. This Amendment may be executed in any number of counterparts, each of which when so executed will be deemed to be an original, but such counterparts together will constitute one and the same instrument. A copy of this Amendment will be as effective as an original.

7. The individuals executing this Amendment and the instruments referenced in it on behalf of the Parties each represent and warrant that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Amendment.

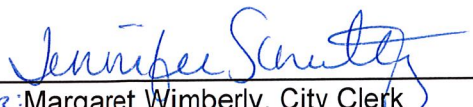
DISTRICT:

By: 
Eric Volta, Superintendent

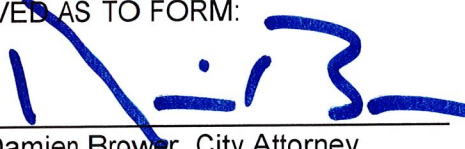
CITY:

By: 
Tim Y. Ogden, City Manager

ATTEST:

By: 
for: Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: 
Damien Brower, City Attorney

**AGREEMENT BETWEEN
CITY OF BRENTWOOD AND
LIBERTY UNION HIGH SCHOOL DISTRICT
RELATING TO JOINT USE OF FACILITIES**

ORIGINAL

THIS AGREEMENT is made and entered into this 11th day of May, 2011, by and between the City of Brentwood ("City"), a California Municipal Corporation and the Liberty Union High School District ("District") each a "Party" and collectively, the "Parties".

RECITALS

A. Sections 10900 – 10916, inclusive of the Education Code of the State of California, authorize cities, counties and public school districts to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for the children and adults of the State.

B. City owns and operates recreational facilities.

C. District owns, maintains and operates school grounds within the City.

D. City and District recognize the public need for facilities such as gymnasiums, sports fields, sports courts, swimming pools, and related facilities, including parking, and desire to cooperate in the construction and use of gymnasiums, sports fields, sports courts, swimming pools and related facilities, including parking, to be constructed on or adjacent to District sites.

E. It is the mutual desire of City and District to promote a program of community recreation in connection with the use of the above described joint use facilities.

F. A list of joint use City facilities ("City Facilities") and joint use District facilities ("District Facilities") (collectively "Facilities") is set forth in the attached Exhibit A and incorporated herein by this reference.

G. The governing bodies of the City and the District may cooperate with each other to carry out the purposes of community recreation, and to that end may enter into an agreement with each other and may do any and all things necessary to aid and cooperate in carrying out the purposes of community recreation.

H. Sections 6500-6515 of the Government Code of the State of California authorize public agencies through their governing bodies to jointly exercise any power common to the contracting agencies.

I. On February 12, 2008, the Parties executed an Agreement Relating to Joint Use of Facilities.

J. On February 2, 2011, the Parties executed Amendment No. 1 to the Agreement Relating to Joint Use of Facilities.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Term. This Agreement will be effective as of May 13, 2011 and will continue until June 30, 2012. Thereafter, the Agreement will continue on a fiscal year to fiscal year basis, so long as the Parties are not in breach and appropriate sufficient funds for the Agreement; or unless earlier terminated pursuant to this Agreement.

2. Responsibilities of the City. Along with the terms and conditions of this Agreement and its Exhibits, the City agrees to be responsible for and complete those items set forth in the attached Exhibit B, which is incorporated herein by this reference.

3. Responsibilities of the District. Along with the terms and conditions of this Agreement and its Exhibits, the District agrees to be responsible for and complete those items set forth in the attached Exhibit C, which is incorporated herein by this reference.

4. Joint Responsibilities of the Parties. Along with the terms and conditions of this Agreement and its Exhibits, the Parties agree to be responsible for and complete those items set forth in the attached Exhibit D, which is incorporated herein by this reference. In addition, to the extent any of the Facilities has been financed or refinanced with tax-exempt bonds, and such bonds are not fully retired, the City shall not use the District Facilities or allow for the use of the District Facilities and the District shall not use the City Facilities or allow for the use of the City Facilities in a manner that constitutes private business use under Section 141(b) of the Internal Revenue Code of 1986.

5. Facility Availability and Regulations. The Facilities will be made available to children and adults of the community, subject to the rules and regulations as adopted by both the City and District and attached to this Agreement as Exhibit E (E-1 through E-7), which is incorporated herein by this reference.

6. Insurance. Each Party will, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

A. Facility Insurance. At each Party's sole cost and expense, sufficient insurance for all improvements located on or pertinent to their respective Facilities against loss or damage by fire and such other risks as are now or hereafter provided to their other non-joint use facilities. The amount of the insurance will be sufficient to prevent either Party from becoming a co-insurer under the provisions of the policies, but in no event will the amount be less than 80% of the then actual replacement cost (herein called full insurable value).

B. Commercial General Liability Coverage. With limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence or Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

C. Automobile Liability Coverage. Covering all vehicles used in the performance of this Agreement providing a One Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

D. Compliance with State Workers' Compensation Requirements. Each Party will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. and will, at all times, upon demand of the other Party's authorized representative or his/her designee, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code.

E. Other Insurance Provisions. The commercial general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

(1) City/District (as applicable), its officers, agents, employees, and volunteers are to be covered as additional insured's as respects: Liability arising out of activities performed by or on behalf of City/District (as applicable) pursuant to the terms of this Agreement. The coverage will contain no special limitations on the scope or protection afforded to City/District (as applicable), its officers, officials, employees, or volunteers.

(2) City/District's (as applicable) insurance coverage will be primary insurance with respect to City/District (as applicable), its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by City/District (as applicable), its officers, officials, employees, or volunteers will be in excess of City/District's (as applicable) insurance and will not contribute with it.

(3) Any failure to comply with the reporting provisions of the policy will not affect the coverage provided to the City/District (as applicable), its officers, officials, employees, or volunteers.

(4) The aforementioned policies will be issued by an insurance carrier having a rating of A.M. Best A-7 or better which is satisfactory to the other Party and will be delivered at the time of the execution of this Agreement or as provided below. In lieu of actual delivery of such policies, a Certificate and endorsements issued by the insurance carrier showing such policy to be in force for the period covered by the Agreement may be delivered to the particular Party. Such policies and certificates will provide for thirty (30) days notice of cancellation to the other Party. Said policies will not be canceled earlier than, nor the amount of coverage reduced earlier than, thirty (30) days after the other Party receives notice from the insured of the intent of cancellation or reduction.

F. Self Insurance. A Party may satisfy its insurance obligations stated above by providing satisfactory evidence that it is self-insured and has sufficient financial resources to meet the insurance obligations stated herein.

G. Release. The Parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the premises and the buildings and other improvements on the premises that are caused by or result from risks insured against under any insurance policy carried by the Parties and in force at the time of any such damage.

H. Evidence of Insurance. The Parties will deposit with each other, certificate of the applicable policies and endorsements, together with evidence of payment or premiums, at the commencement of the term; and on renewal of the applicable policy not less than fifteen (15) days before the expiration of the term of the applicable policy.

7. Mutual Indemnification. District will defend, indemnify and hold harmless City and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful misconduct or any negligent act or omission of the District, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

City will defend, indemnify and hold harmless District and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful misconduct or any negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of District.

8. Dispute Resolution. Should any dispute arise out of this Agreement, the Parties will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, will be paid for by each party on an equal basis. If a mediated settlement is reached, no Party will be the prevailing party for the purposes of the resolution of the dispute. No Party will be permitted to file legal action without first participating in mediation and maintaining a good faith attempt to reach a mediated resolution. Each Party will bear their own attorney's fees, if any.

9. Third Party Beneficiary. This Agreement including, but not limited to, indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

10. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either Party to the other will be in writing and will be deemed given and served upon the Party if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed as follows:

To City: City of Brentwood
Attn: City Manager
708 Third Street.
Brentwood, CA 94513

To District: Liberty Union High School District
Attn: Superintendent of Schools
20 Oak Street
Brentwood, CA 94513

11. Assignment. The Parties each agree that they will not, without the other Party's written consent, assign their rights pursuant to this Agreement. The Parties will not enter into a sublease of a Facility without the express written consent of District. Each Party also agrees not to make any use of a District or City Facility not in keeping with the purposes of this Agreement. Prior to a Party assigning its rights, it should obtain prior written consent from the other Party, should a Party enter into a sublease in duration of more than three (3) months without the other Party's prior written consent the non-subleasing Party may request termination of the sublease and the other Party will take immediate efforts to terminate the sublease.

12. Non-Waiver. The failure of any Party to insist upon the strict performance of any of the terms, conditions or covenants in this Agreement will not be deemed a waiver of any right or remedy that any Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

13. Authority. The Parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement.

14. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and any modifications or extensions must be in the form of a written amendment fully noticed and approved. This Agreement replaces, in their entirety any prior agreements between the Parties related to the subject matter hereof, including, but not limited to, the agreement between the Parties dated February 12, 2008.

15. Equal Employment Opportunity. In connection with the performance of this Agreement, neither City nor District will discriminate against any employee or applicant for employment because of race, religion, color, sex, physical or mental disability, age, sexual orientation, or national origin.

16. Termination. City or District may terminate this Agreement for any reason upon six (6) months written notice to the other Party. City or District may terminate the Agreement upon thirty (30) days written notice if the other Party breaches this Agreement.

17. Jurisdiction and Venue. Any action at law or in equity brought under this Agreement for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

18. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

19. Relationship of the Parties. It is understood that this is an Agreement by and between independent contractor(s) and is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

20. Amendment. The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the Parties. The City Manager and District Superintendent are hereby authorized, in consultation with their respective legal counsels, to agree to non-material amendments to this Agreement including, but not limited to, revisions to Exhibit E-3 (Use of Facilities Fee Schedule).

21. Severability. In the event any provision(s) of this Agreement is deemed to be invalid or unenforceable, such provision(s) shall be severable from the remainder of this Agreement and shall not result in the invalidity or unenforceability of the remainder of the Agreement.

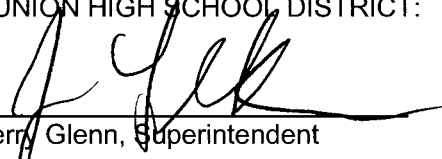
22. Representation of Comprehension of Document. Each party has reviewed and revised this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment of it that has been reviewed and/or revised by the parties.

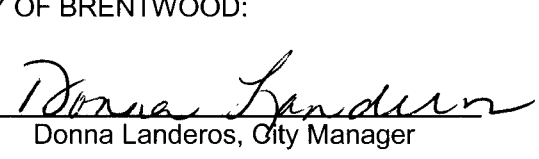
23. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which is deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

LIBERTY UNION HIGH SCHOOL DISTRICT:

CITY OF BRENTWOOD:

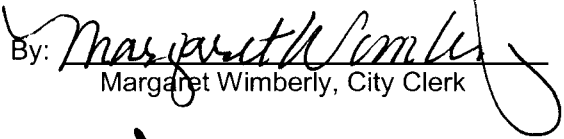
By: 
Jerry Glenn, Superintendent

By: 
Donna Landeros, City Manager

Date: 5-11-11

Date: 5/11/11

ATTEST:

By: 
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: 
Damien Brower, City Attorney

APPROVED EXHIBITS

- Exhibit A. Joint Use Facilities
- Exhibit B. Responsibilities of the City
- Exhibit C. Responsibilities of the District
- Exhibit D. Joint Responsibilities of the City and District
- Exhibit E. Use Regulations for City and District
 - E-1 Joint Use Partner Regulations for City and District
 - E-2 Standard Rules and Regulations
 - E-3 Use of Facilities Fee Schedule
 - E-4 Participant Rules and Regulations for Gymnasiums
 - E-5 Participant Rules and Regulations for Pools
 - E-6 Participant Rules and Regulations for Outdoor Athletic Fields and Courts
 - E-7 Participant Rules and Regulations for Sports Stadiums

Approved by City of Brentwood, City Council action on May 10, 2011

Approved by Liberty Union High School District action on May 11, 2011

EXHIBIT A
JOINT USE FACILITIES

1. District Facilities
 - A. Heritage High School Gymnasium
 - B. Heritage High School Pool
 - C. Heritage High School Athletic Fields
 - D. Heritage High School Sports Stadiums
 - E. Heritage High School Tennis Courts
 - F. Liberty High School Gymnasiums
 - G. Liberty High School Sports Stadium

1. City Facilities
 - A. Balfour-Guthrie Park
 - B. Brentwood Family Aquatic Complex
 - C. Oak Meadow Park
 - D. Mobile Stage and Bleachers
 - E. Sunset Park Athletic Complex
 - F. Brentwood Community Center
 - G. Brentwood Senior Activity Center
 - H. Brentwood Library

The Parties, by written amendment, may determine it necessary to temporarily remove a Facility from the list for maintenance or restoration purposes. The City Manager and District Superintendent are authorized to execute such written amendment.

EXHIBIT B

RESPONSIBILITIES OF THE CITY

1. At all times when Facilities are used by City, the Facilities will be under the supervision and control of the City, its agents and employees and administered and operated in accordance with all rules and regulations established by both the District and the City. If conflict occurs between the Parties' rules and regulations, the stricter rule or regulation will apply.
2. City agrees that the safety of the District's students is paramount. Therefore, all City staff and personnel who have contact with District's students are required to submit to the same fingerprinting and subsequent background check as are required of all individuals who have contact with students that are not under supervision and direction of certificated staff. City shall not employ any individual who will come into contact with District's students that does not meet the requirements of Education Code Section 45122.1.
3. City will assume full responsibility for the scheduling of City Facilities for facility use conducted by City, District and by the public.
4. City will provide adequate and qualified personnel to fulfill the responsibilities described in this Exhibit and Agreement.
5. All personnel employed in connection with the City's use of the District and City Facilities for recreational programs will be deemed City employees or its agents. The hiring, supervision and discipline of all such personnel will be the responsibility of City. City shall not do or permit anything to be done in or about the District's facilities, or bring or keep anything therein, which will in any way increase or affect the existing rate of coverage for fire or other insurance held by District upon the facilities or its contents.

EXHIBIT C

RESPONSIBILITIES OF THE DISTRICT

1. At all times when Facilities are used by the District, and for public use, the Facilities will be under the supervision and control of the District, its agents and employees and administered and operated in accordance with all rules and regulations established by both the District and the City. If conflict occurs between the Parties' rules and regulations, the stricter rule or regulation will apply.
2. District will assume full responsibility for the scheduling of District Facilities for facility use conducted by District, City and by the public.
3. District will provide adequate and qualified personnel to fulfill the responsibilities described in this Exhibit and Agreement.
4. All personnel employed in connection with the District use of the District and City Facilities for educational or recreational programs will be deemed District employees or its agents. The hiring, supervision and discipline of all such personnel will be the responsibility of District. District shall not do or permit anything to be done in or about the City's facilities, or bring or keep anything therein, which will in any way increase or affect the existing rate of coverage for fire or other insurance held by City upon the facilities or its contents.
5. District will allow access to District Facilities and the public parking facilities of District Facilities in a reasonable time prior to, during and after the period of time the District Facilities are scheduled for use by City.

EXHIBIT D

JOINT RESPONSIBILITIES OF THE CITY AND DISTRICT

1. The Parties will cooperate in providing a community recreation program under the authority contained in Sections 10900-10916, inclusive, of the Education Code of the State of California, in connection with the use of the Facilities.
2. The Parties agree to furnish recreational and educational apparatus and equipment according to the terms set forth in this Agreement and its Exhibits. Such equipment will remain the property of the Party furnishing. District agrees to furnish and install on the District Facility and City agrees to furnish and install on the City Facility, such recreational and educational apparatus and equipment as each deems appropriate for its programs. A Party may, with the express written approval of the other Party, furnish and install at its own expense, such additional recreational and educational apparatus as it deems required in connection with the performance of its recreational and educational programs pursuant to this Agreement in the other Party's Facility. Any such additional apparatus will not interfere in any way with the ordinary use by the other Party of the subject Facility. At the request of the Party owning the subject Facility, the other Party shall remove their equipment from the Facility.
3. The Party that uses any Facility in accordance with this Agreement will be responsible for cleaning and if necessary replenishing cleaning supplies for that Facility after such use. Should either Party be required to assume custodial costs due to the other Party's use of a Facility, the costs may be billed to the responsible Party with sufficient information accompanying the billing to identify the reason for required service as identified in this Agreement and Exhibits. Each Party will make every effort to insure the Facility is clean and ready for the next user. Each Party will make every effort to communicate information regarding clean-up problems noted to the other Party in an effort to improve housekeeping.
4. The Party that uses any Facility in accordance with this Agreement will assume responsibility for damage occurring to the Facilities during such use and will be responsible to notify the other Party of any damage noted during the next work day.
5. If Parties are unable to provide specific equipment for a recreation program or event, other Party agrees to furnish the equipment if possible.
6. The City and District will develop a mutually agreed upon lock/access system to insure City property is protected.
7. The City Manager and District Superintendent are authorized to develop any additional rules and regulations for the Facilities that they deem necessary and those rules and regulations so developed will be subject to the terms and conditions of this Agreement.

EXHIBIT E
USE REGULATIONS FOR CITY AND DISTRICT

The following sub-Exhibits set forth the use Regulations of Joint Use Facilities:

- E-1 Joint Use Partner Regulations for City and District
- E-2 Standard Rules and Regulations
- E-3 Use of Facilities Fee Schedule
- E-4 Participant Rules and Regulations for Gymnasiums
- E-5 Participant Rules and Regulations for Pools
- E-6 Participant Rules and Regulations for Outdoor Athletic Fields and Courts
- E-7 Participant Rules and Regulations for Sports Stadiums

EXHIBIT E-1

JOINT USE PARTNER REGULATIONS FOR CITY AND DISTRICT

The City will have first priority for use after all District activities have been accommodated for District Facilities as indicated in Exhibit A. The District agrees to honor City use requests on a first priority basis, respectively, before other non-District related requests for all District Facilities.

The City of Brentwood Director of Parks and Recreation ("Director") and the Liberty Union High School District Superintendent ("Superintendent") shall appoint representatives of each Party to meet no later than May 30th of each year to review the calendar for the upcoming year.

These representatives shall also meet in August to revise the schedule as needed. These representatives shall provide a recommended yearly schedule to the Director and Superintendent for final approval.

Representatives will be appointed from each Party to represent the maintenance division of the City and District to meet in March of each year to establish yearly scheduled maintenance of the facilities for minimum interruption of programs and activities.

Representatives shall be appointed from each Party to meet in November of each year to determine equipment needs for the coming fiscal year (July – June).

Should the appointing staff be unable to resolve conflicts in scheduling or maintenance, the final approval authority shall rest with the Director and the Superintendent for their own Facilities.

City designated areas at District sites. City has exclusive use of Liberty High School new gymnasium recreation office, Heritage High School gymnasium recreation office, and Heritage High School pool and community building. District may request use of City Facilities with approval and conditions as set by the City.

City and District agree that Facility Use Applications, by both Parties, be processed within fourteen (14) calendar days. If more time for review and approval is required, approving Party shall notify the requesting Party in writing.

City is responsible for furnishing equipment and staffing of City Facilities at District sites and related maintenance. City reserves the right to key these District facilities for City use only and will provide adequate copies for District maintenance for emergencies. City reserves the right for approval of these facilities for any non-District or City use.

GYMNASIUMS:

The City Parks and Recreation Department (the "Department") shall schedule no events in the new gymnasiums at Liberty and Heritage High Schools on Tuesdays or Fridays except during summer break unless approved in advance in writing by the School District.

School District's scheduled events in the upper Gym at Heritage High School must end by 6:00 p.m. unless otherwise agreed to in writing by the School District and the City.

The Department can schedule use on Monday & Wednesday from 6:30 – 10:30 p.m. in the upper gym at Heritage and new gym at Liberty. Use of the main floor at Heritage will be available if no School District event is taking place. The Department can schedule use on Saturday and Sunday from 8:00 a.m. – 10:30 p.m. with prior arrangement from the school.

Should the District require the use of one of the new gymnasiums after 6:00 p.m. other than Tuesday and Friday, they will make reasonable attempts to make the existing Stonebarger Gym at Liberty High School or upper Gymnasium at Heritage High School available to the Department as an alternate.

POOL:

District activities in the Heritage High School pool will be accommodated prior to any use by the City.

The Department shall schedule no events in the pool at Heritage on swim meet and tournament days except during summer break unless approved in advance in writing by the District.

At Heritage High School pool, District scheduled events must end by 6:00 p.m. unless agreed to in writing by the District and the City. Both parties will work together to allow when possible, either shared use or City use from 5:00 – 6:00 p.m. (2 or 4 lanes for lap swimming) Monday – Friday. The Department can schedule use on Monday – Friday from 5:00 – 6:30 a.m. and 6:30 -10:30 p.m. The Department can schedule use on Saturday and Sunday from 5:00 a.m. – 10:30 p.m. with prior arrangement from the District.

Should the District require the use of the Heritage High School pool after 6:00 p.m. other than on specified swim meet and tournament days, they will make reasonable attempts to make another pool available to the Department as an alternate.

SPORTS FIELDS:

The Department shall schedule no events on athletic fields at Heritage High School on game days except during summer break unless approved in advance in writing by the District.

District scheduled events must end by 6:00 p.m. unless otherwise agreed to in writing by the District and the City. The Department can schedule use on Monday – Friday from 6:15 – 10:30 p.m., and Saturday and Sunday from 6:30 a.m. – 10:30 p.m. with prior arrangement from the respective school.

Should the District require the use of the athletic fields after 6:00 p.m. other than on specified game days, they will make reasonable attempts to make another athletic field available to the Department as an alternate.

TENNIS COURTS:

District scheduled events must end by 6:00 p.m. unless approved in advance in writing by the District and the City. The Department can schedule use on Monday-Friday from 6:15 – 10:30 p.m., and Saturday and Sunday from 6:30 a.m. – 10:30 p.m. with prior arrangement from the respective school.

Should the District require the use of the tennis courts after 6:00 p.m. other than on specified match days, they will make reasonable attempts to make additional tennis courts available to the Department as an alternate.

SPORTS STADIUMS:

District activities in Heritage and Liberty High School sports stadiums will be accommodated prior to any use by the City. Specific requests by the City will be considered on a case-by-case basis.

EXHIBIT E-2

STANDARD RULES AND REGULATIONS

Whenever Facilities are used, the general rules and regulations, as established by the District and the City, as Joint Use Partners, shall be enforced. Failure to comply with these requirements, by City or District, as applicable, or by outside user group or an individual member of an outside user group, shall result in the immediate termination of privileges to use and the immediate expulsion from the facility for that event.

Standard Rules and Regulations "General Rules and Regulations"

- A. District, its student body, faculty, personnel, and teams and the City of Brentwood Parks and Recreation Department (the "Department") shall have first priority use of their respective Facilities, in case of scheduling conflicts with an outside user group. Notice shall be given to outside user group as soon as a conflict becomes apparent. Outside user groups agree that cancellations of outside user groups' events due to these conflicts shall not create any liability or recourse against the District, the Board of Trustees, District employees, students and agents, the City, its officers, employees and agents.
- B. Pursuant to California Education Code #38135 outside user groups using the District Facilities certify that they do not advocate the overthrow of the United States.
- C. District may at any time deny or refuse to grant any application or cancel, without liability, any contract for the use of District Facilities whenever the use, in the reasonable judgment of the Board or site personnel, presents or may present a clear and present danger to persons or property, or may be in violation of or contrary to applicable federal, state, or local law or ordinance.
- D. District Facility building capacity shall be posted and shall not exceed the capacity established by the California building regulations.
- E. No District Facility can be used by City or outside user groups during normal school hours (7AM – 6PM Monday – Friday) without the prior written approval by the Superintendent or District designee.
- F. All meetings and use of the District Facilities shall be in the public interest and open to the public. A Department staff member must supervise any non-school event associated with Department events in District Facilities. All outside user groups shall be scheduled through the District for District Facilities. A District staff member must supervise any non-City event.

District personnel shall monitor outside user groups' events in District Facility buildings. Any outside user group requesting the use of District Facilities shall reimburse District for the cost of providing District personnel to monitor the building during the entire event.

- G. User groups shall have sole responsibility for supervising all spectators. Do not allow any members of the user group or spectators to climb on structures, fences, backstops, bleachers, etc.
- H. As a condition of use of the District Facilities and City Facilities, outside user groups must provide, at their sole cost and expense, each of the following items:
- Proof of insurance, comprised of certificates of insurance and original endorsements of comprehensive general liability insurance, written by insurance companies licensed to do business in California and satisfactory to the Parties for the entire duration of the event.
 - The City and the District, and their board officials, officers, directors, employees, agents, representatives and volunteers shall be named as additional insured, with insurance limits not less than \$1,000,000 for each occurrence of bodily injury, \$1,000,000 for each occurrence of personal injury, \$1,000,000 for each occurrence of property damage, and an aggregate coverage of not less than \$3,000,000. Each outside user group's liability insurance shall include, without limitation, coverage for liability arising out of: (i) use of School District Facilities or City Facilities by the group or its agents, employees, representative, or volunteers; (ii) the provision of services on District Facilities or School District Facilities by the group or its agents, employees, representatives, or volunteers, and (iii) the acts or omissions of the group or its agents, employees, representatives or volunteers. The outside user group will provide insurance whereby there shall be a thirty (30) day notice of cancellation mailed to the District and the City.
 - Include liability coverage for claims made by participants in the event or by other third parties arising out of the event
 - Include liability coverage for claims made by participants in the event or by other third parties arising out of the event.
 - All exclusions pertaining to athletic or recreational events must be disclose in the endorsement.
 - The liability coverage provided by the outside user group is **PRIMARY** with respect to the additional insured named above. Any other insurance available to the District and City, and their board officials, officers, directors, employees, agents, representatives and volunteers shall be excess and non-contributing.
 - The outside user group must provide the City (in the event of use of City Facilities), or School District (in the event of use of School District Facilities) with copies of the certificates of insurance and endorsements at least 14 calendar days prior to the start of the event.
 - An indemnity and hold harmless agreement, satisfactory to the City (in the event of use of City Facilities) or School District (in the event of use of District Facilities), must be signed by the outside user group and delivered to the City (in the event of use of City Facilities) or District (in the event of use of District Facilities) at least 14 calendar days prior to the start of the event.

- I. It is necessary to present in writing all set-up needs, clean-up needs and use of other facilities/services to City or District staff, as the case may be, at least 14 calendar days prior to the event. Arrangements must be made with the staff at least 14 calendar days prior to the event for any equipment to be delivered, arranging for times and use of the delivery entrance.
- J. Facilities must be cleaned after each use to District or City's satisfaction, as applicable. City may perform cleaning with their staff to meet District standards. District custodial service shall be present during all outside user groups' events in District Facilities and shall perform all required cleaning. Cost of custodial service shall be billed to the user group at the prevailing rate for City or District as applicable.
- K. District and/or City reserve the right to request personal identification of any and all participants upon entrance into facilities.
- L. Requests for use of the facilities by non-District/non-City agencies will be permitted up to 3 months in advance of the request and not for more than 3 consecutive months.
- M. All users must abide by all fire regulations. Keep exit doors, exit lights, fire alarm stations, wet standpipe hose cabinets and fire extinguisher locations visible and unobstructed by decorative material or any other item. (C.A.C. Title 19, Sections 7.20) Refrain from smoking on school property. Keep exit ways and required means of egress unobstructed so they may be used as an exit. (P.F.C. Section 26.107 and C.A.C. Title 19, Section 65.03)
- N. All users must observe all parking signs and restrictions.
- O. All users must not smoke or consume alcoholic beverages on school property.
- P. All users must not have dogs or other animals on school campuses unless guide dogs, signal dogs, or service dogs.
- Q. All users no food, concession or merchandise items will be offered for sale on the facility grounds without prior written approval from the District or City as applicable at least 14 calendar days prior to the event. A request to sell items must include (as is appropriate): proposed gate fee; items proposed for sale, including price per item; and/or other for sale/donation items.
- R. The City and/or District reserve the right to approve items for sale with a percentage to be shared with the City/District.
- S. Superintendent of District, the City Manager, Chief of Police, Director of Parks and Recreation, or their designated representatives shall have the right to: enter the facility or any part thereof at all times during the period covered by the use; and to control use of the facility for the safety and welfare of the users and general public. Any use that violates these conditions of rental may cause the rental use to be terminated with forfeiture of all fees.
- T. The Parties will charge nonprofit organizations an amount not to exceed the District's and City direct costs for the intended use. Direct costs includes supplies, utilities, janitorial services, services of other District or City employees and salaries paid to District or City employees necessitated by the organization's use of District Facilities.

- U. All fee schedules for-profit organizations or private party renters will be charged pursuant to the established District and City fee schedule. Groups shall be charged fair rental value when using District Facilities or grounds for entertainment or meetings. Fair rental value means the direct costs to the District or City, plus the amortized costs of the facilities or grounds used for the duration of the activity authorized.
- V. The City's fee schedule shall be revised annually through the City's Cost Allocation Plan.
- W. Any changes to the rental agreement can be made up to 14 calendar days prior to the event with City or District written approval as applicable.
- X. If the activity is canceled with a minimum of 14 calendar day's notice, a \$25.00 cancellation fee will be deducted from the deposit/rental fee. If less than fourteen (14) calendar days is given, 1/4th of the rental fee, or \$25, whichever is greater, will be retained by the District. Refundable fees/deposits will be mailed to the individual whose name and address appears on the application.
- Y. All user decorations in District Facilities must have prior approval in writing from the District and will be subject to a damage deposit. Do not deface facilities walls, surfaces, or walkways by using scotch tape, masking tape, or adhesives, chalk or other markers on any surface. Driving nails, hooks, or tacks into any surface. Affixing anything to walls, windows, doors, woodwork, curtains, beams, ceilings, chandeliers or pieces of furniture. Using acids, dyes, solvents, paint pigments, rubber-backed mats or rubber casters.
- Z. All users decorations must be flame proof and approved by the District.
- AA. All users confetti is not allowed in the facility at any time – no exceptions. Violation of this will result in a \$100 fine deducted from the deposit/rental to be retained by the District.
- AB. No property and/or equipment belonging to the City or District is to be removed from the facility.
- AC. District and/or City fees, rules, and regulations and policies are subject to change.
- AD. Portable toilet facilities shall be provided by the user groups for all exterior group functions unless prior arrangements have been made and approved in writing with the District at the time the Preliminary Request Form is submitted. Procurement, maintenance and return for all portable toilet facilities shall be the responsibility of the user group. Should a request for District toilet facilities be granted, user group shall reimburse LUHSD for all direct costs of District personnel required to open, close, monitor and clean the toilet facilities. Interior events shall have toilet facilities in the rental costs if toilets are located in close proximity to the rental space. User group shall reimburse LUHSD for all direct costs of District personnel required to open, close, monitor and clean the toilet facilities.
- AE. City will retain their fees.

EXHIBIT E-3

LIBERTY UNION HIGH SCHOOL DISTRICT USE OF FACILITIES FEE SCHEDULE

- Group 1: Organizations for the Benefit of District Students
- Group 2: Non-Profit organizations or Charitable Associations
- Group 3: Commercial Groups

HOURLY CHARGES – Minimum 4 hours

Use of facilities during the weekend, holiday, evening or non-school hours requires overtime charges for custodial/technical/monitor services. All groups are responsible for these overtime charges. The average hourly overtime charge custodial/monitor is \$36.50 per hour. Damage Deposit for Theaters and Gymnasiums is \$265.00. (7-1-10)

A food service worker will be assigned and billed separately by the food services department if a kitchen is included in the use of facilities.

Charges for use of open spaces (i.e. parking lots) will be determined on an individual basis. There is a one-hour minimum on all custodial charges. Custodial charges apply as long as occupied. All fees listed are per hour rates.

Room/Facility	Group I	Group II	Group III	Requires Monitor	Cleaning
GYMNASIUMS					
Liberty High New Gymnasium – Joint Use -1800 Heritage High Gymnasium - 1800 Freedom High Gymnasium - 1800	*	\$58.00	\$115.00	Yes	+4hrs
Liberty High Stonebarger Gymnasium - 1500	*	\$38.00	\$86.00	Yes	+4hrs
Heritage High Gym - Mezzanine level Freedom High Gym - Mezzanine level	*	\$29.00	\$77.00	Yes if only space	+1hr
Locker Rooms (all sites)	*	\$34.00	\$86.00	-	+1 hr
POOLS					
Liberty High Pool (7 lanes) Long Term Users \$3.45/hr per lane	*	\$96.00	\$144.00	2 Lifeguards	+2 hrs +1 hr (LTU)
Heritage High Pool (16 short or 9 long lanes) Long Term Users \$3.45/ hr per lane, short course Long Term Users \$4.75/hr per lane, long course	*	\$192.00	\$288.00	MOU Compliance W/E meets full pool rate	+4 hrs +2 hrs (LTU) +2 hrs (LTU)
Freedom High Pool (8 lanes) Long Term users \$3.45/ hr per lane	*	\$96.00	\$144.00	2 Lifeguards	+2hrs +1hr (LTU)

TENNIS COURTS						
Liberty High	Without Lights With Lights	* *	\$19.00 \$28.00	\$67.00 \$77.00	Yes Weekends	+1hr
Heritage High	Without Lights With Lights	* *	\$19.00 \$28.00	\$67.00 \$77.00	Yes – or MOU compliant	+1hr or MOU compliant
Freedom High	Without Lights With Lights	* *	\$19.00 \$28.00	\$67.00 \$77.00	Yes Weekends	+1hr
STADIUMS						
Liberty Football Field/Track - one time use With LIGHTS (Long term users add \$32.00 per hour for lights)		* *	\$29.00 \$67.00	\$67.00 \$105.00	Yes	+3hrs
Heritage Football Field/Track - one time use With LIGHTS (Long term users add \$20 per hour for lights)		* *	\$29.00 \$67.00	\$67.00 \$105.00	Yes	+3hrs
Freedom, Football Field/Track - one time use With LIGHTS (Long term users add \$20 per hour for lights)		* *	\$29.00 \$67.00	\$67.00 \$105.00	Yes	+3hrs
<i>Snack Bars are not rented. They are run by the Booster Clubs.</i>						
ATHLETICS FIELDS						
Liberty High - Varsity Baseball Field Heritage High - Varsity Baseball Field Freedom High - Varsity Baseball Field (E)		*	N/A N/A N/A	N/A N/A N/A		
Liberty High - JV Baseball Field Heritage High - JV Baseball Field Freedom High - JV Baseball Field (E)		*	\$28.00	\$67.00	Yes	+1hr
Liberty High - Varsity Softball Field Heritage High - Varsity Softball Field Freedom High - Varsity Softball Field (N)		*	\$38.00	\$77.00	Yes	+1hr
Liberty High - JV Softball Field Heritage High - JV Softball Field Freedom High - JV Softball Field (N)		*	\$28.00	\$67.00	Yes	+1hr
Liberty High - North Soccer Field V Boys Liberty High - South Soccer Field		*	\$38.00 \$28.00	\$77.00 \$67.00	Yes	+1hr
Freedom High - Varsity Soccer Field (W) Freedom High - Soccer Practice Field		*	\$38.00 \$28.00	\$77.00 \$67.00	Yes Yes	+1hr +1hr
HHS Campus Green		*	\$36.00	\$72.00		

PERFORMING ARTS					
Liberty High PAC (capacity 598) Includes 2 dressing rooms. Additional PAC classrooms charged separately	*	\$120.00	\$182.00	Yes – Equal to Rental time	+4hrs
	*	\$29.00	\$77.00		+1hr ea.
Freedom High Theater/Multipurpose Room	*	\$58.00	\$115.00	Yes – Equal to Rental Time	+2hrs
Lighting Technician(s) - minimum 1 person	\$26.00	\$26.00	\$26.00		
Sound Technician(s) - minimum 1 person	\$26.00	\$26.00	\$26.00		
CAFETERIA / MULTI-PURPOSE ROOM					
Liberty High Cafeteria (seats 276) Without Kitchen use With Kitchen use (Cafeteria staff is mandatory to rent kitchen.)	*	\$34.00	\$81.00	Yes	+2hrs
	*	\$91.00	\$149.00		
Heritage High Cafeteria/MPR (seats 600) Without Kitchen use With Kitchen use (Cafeteria staff is mandatory to rent kitchen.)	*	\$48.00	\$96.00	Yes	+2 hrs
	*	\$105.00	\$163.00		
Freedom High Cafeteria/MPR (seats 600) Without Kitchen use With Kitchen use (Cafeteria staff is mandatory to rent kitchen.)	*	\$48.00	\$96.00	Yes	+3 hrs
	*	\$105.00	\$163.00		
Cafeteria Staff (minimum 1 person)	\$26.00	\$26.00	\$26.00		
Liberty Faculty Dining Room Without Kitchen use With Kitchen use	*	\$29.00	\$77.00	Yes	+2hrs
	*	\$86.00	\$144.00		
MISCELLANEOUS FACILITIES					
Liberty High Wrestling Room Heritage High Wrestling Room	*	\$29.00	\$66.00	-	+1hr
Liberty High School Library (holds 30) Heritage High School Library (main room)	*	\$24.00	\$77.00	Yes	+1hr
Classroom	*	\$19.00	\$77.00	Yes	+1hr
District Board Room	*	\$29.00	\$77.00	Yes	+1hr

For information contact: Liberty Union High School District, Kathy Fredenberg
20 Oak Street, Brentwood, CA 94513 (925) 634-2166

(as of 7-1-10)

The District will not charge the City for use of District facilities as identified in Exhibit "A" when use is for a City sponsored activity. The City will not charge the District for use of City facilities as identified in Exhibit "A" when use is for District sponsored activity.

EXHIBIT E-4

PARTICIPANT RULES AND REGULATIONS FOR GYMNASIUMS

- A. Tennis or basketball shoes only on the gym floor.
- B. No food or beverages allowed in the gymnasium or restrooms.
- C. No smoking or tobacco related material in facility or on school grounds.
- D. No pets inside the building except guide dogs, signal dogs, or service dogs.
- E. No radio/music players are allowed in the building except with written permission by the District prior to the event.
- F. Sound System - only District or City Park and Recreation Department technicians shall operate the sound systems, unless prior arrangements are made and outside users are trained.
- G. Jewelry/watches are not to be worn in games on the courts of play.
- H. Staff/patrons are responsible for personal property. The Parties are not responsible for staff/patron personal items left in the gym, office area, restrooms or surrounding area.
- I. No heavy equipment, furniture or the like is to be slid across the gym floor at any time.
- J. Loitering in and/or around the building is prohibited.
- K. No alcoholic beverages or controlled substances allowed in the Facility, parking lot or school grounds.
- L. No roughhousing in the Facilities.
- M. All users of the Facilities will be held accountable to insure the Facility is used in a responsible manner for the safety and welfare of the participants, spectators, and exposure of the Facility to damage.
- N. Snack Bar usage must be cleared and approved in advance in writing through Site Administrator.

EXHIBIT E-5

**PARTICIPANT RULES AND REGULATIONS FOR JOINT-USE POOL DURING
NON-SCHOOL HOURS (HERITAGE HIGH SCHOOL POOL)**

The Superintendent of the District and the City Manager, or their designated representatives shall have the right to have and approve specific rules of operation and use of Heritage High School Pool. Participant Rules and Regulations will be given to the prospective renter and or user at the time of application.

City will collect fees on behalf of the District when it pertains to Heritage High School pool during City hours of operation. Fees will be collected from user groups to use Heritage High School Pool during City hours of operation. Payment to the District for their fees will be made upon receipt of invoice from the District for the use of the Heritage High Pool. City will retain their fees.

EXHIBIT E-6

**PARTICIPANT RULES AND REGULATIONS FOR
OUTDOOR ATHLETIC FIELDS AND COURTS**

- A. Varsity and Junior Varsity baseball/softball fields shall be kept clean. Dugouts shall be kept clean at all times.
- B. All user groups must stay off areas that are wet for any reason or undergoing maintenance. Events must be canceled when these conditions exist. Violators will have their use permit taken away and all future requests for facility use denied.
- C. Do not hit balls into baseball/softball backstops or fences.
- D. No smoking on school grounds.
- E. Users have exclusive use only for the facility/space designated on the use permit.
- F. Jewelry/watches are not to be worn in practices/ games/matches on the field/court of play.
- G. Staff/patrons are responsible for personal property. The City and School District are not responsible for staff/patron personal items left on the grounds/fields/courts, in the rest rooms or surrounding area.
- H. Loitering in and/or around the facility grounds is prohibited.
- I. No alcoholic beverages or controlled substances allowed in the facility, parking lot, or school grounds.
- J. All users of the facilities will be held accountable to insure the facility is used in a responsible manner for the safety and welfare of the participants, spectators, and exposure of the facility to damage.
- K. All users must pick up and dispose of garbage after each use of the facility.
- L. No outside equipment may be brought onto the grounds without prior approval from the City or School District.

EXHIBIT E-7

PARTICIPANT RULES AND REGULATIONS FOR SPORTS STADIUMS

- A. Respect the neighbors when using our facilities.
- B. The stadiums are CLOSED for use by the public during school hours.
- C. Abide by the hours posted and approved on the Facility Use Permit.
- D. Protect the track surface and fields.
 - Wear proper athletic/running shoes on the track.
 - No cleats, heels, and dress shoes allowed.
 - No vehicles, including bicycles, skateboards, etc., on any surfaces.
 - Joggers do not use first two inside lanes on surface.
 - No food or beverages are allowed on the track or main football/soccer fields.
- E. Clean up litter generated by your activity, including any litter left by spectators.
- F. Stay in the stands if you are a spectator.
- G. Secure the facility after use.
- H. Park in designated parking areas.
- I. No pets are allowed on District sites, except guide dogs, signal dogs, or service dogs.
- J. Maintain press booth; clean and lock up after activity.
- K. Outside groups must be trained in the use of the sound system before usage. Any damages to sound system will be billed to user group.
- L. Snack Bar usage must be cleared and approved in advance in writing through Site Administrator.